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The Solicitors' Journal

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Current Topics.

The Easter Law Sittings.

THE continued decline in litigation statistics has become a somewhat commonplace sign of the times, and the figures for the Easter Law Sittings, which commenced on Tuesday, show no considerable divergence from the normal in this respect. Only 877 actions are down for trial in the King's Bench Division, a fall of seventy-four from the figure for the corresponding term of last year. In the special jury list there are twenty-four less actions than last year, while the common jury actions are less by thirty-one. In the Chancery Division 154 actions set down for the Easter Sittings this year compare with 161 set down for the corresponding period of last year. In the Divisional Court List the number of cases is 164, as against 175 for last year. A remarkable feature of an otherwise unexciting array of statistics is the signal decline in the number of cases in the Probate, Divorce and Admiralty Division. The number of defended causes is 168, as against 241 for last year, while the undefended causes have fallen from 801 to 538. It may well be cause for speculation as to whether the recent tightening of public and private purse strings has brought about a corresponding tightening of current standards of morality and a consequent decline in Divorce figures. One gleam of hope seems to come from the Court of Appeal, where 102 appeals compare favourably with fifty-four for the corresponding term of last year. Of these, sixty-six are from the King's Bench Division, fifteen from the Chancery Division and fourteen from county courts in workmen's compensation cases. This increase is certainly not due to any lessening faith in the abilities of His Majesty's Judges, who are as efficient to-day as they ever have been. Partial responsibility may be ascribed to the growing tanglewood of modern statute and case law, which offer the litigant greater chances of success than formerly. Limitation of rights of appeal would seem to be a partial remedy, but a complete cure lies in greater codification and simplification of our law.

Initials.

ONE of the apparently simple, but sometimes perplexing, problems with which the practitioner is confronted, is the determination of the efficacy in law of the "signature" to a document. In a number of statutes it is enacted that certain documents to be valid must bear the "signature" of the person affected. What does this mean? Does it involve that the person must affix his whole name, or is it sufficient if he so describes himself as to leave no doubt as to his identity? Many people possess an almost superfluity of Christian names; must these be set out in full? This apparently has never been held to be essential to the validity of the document required to be signed. How much then will suffice? It has been decided that signature by mark will suffice in the case of a bill of exchange, but in "Byles on Bills" it is stated to be a moot point whether the "signature" to such a document may be by initials, although it has been held to be sufficient in other documents. In the notes to Chalmers' Sale of Goods Act it is said, as regards s. 4 of the statute, that "signature by mark, initials, stamp, or printed heading, is sufficient," but no decision relating specifically to initials is cited for the proposition, although it would seem that if a mark, for the use of which authority is cited, is treated as satisfying the requirements of the section, it might seem *a fortiori* that the initials of the person to be charged are sufficient. In the case of a will it has been held that the testator sufficiently complies with the Wills Act if he subscribes the will by appending his initials. In the United States the same problem as to the validity of initials as a signature has had to be faced, and in a recent case the question called forth divergent views in some of the courts. In the States some of our older terminology is still preserved, among other of these survivals being what is known as a bill of exceptions, and as to this particular step in appeal procedure an Act has provided that "a bill of exceptions shall be deemed to be sufficiently authenticated if signed by the judge." In the case giving rise to the question the trial judge indorsed what purported to be a bill of exceptions in the following manner: "Allowed, J.A.L.D.J.," which, if written out at length, would read: "J. A. Lowell, District Judge." The point for decision was whether the bill of exceptions had been duly "signed." The Circuit Court of Appeals, before which the matter came in the first instance, decided that the requirements of the statute had not been complied with, a holding which came as a surprise to the profession, which had apparently been accustomed to have bills of exceptions "signed" by the affixing of initials. The party aggrieved carried the case to the Supreme Court of the United States, and there the decision appealed from was reversed, the judgment being delivered by Chief Justice Hughes, who said that while not approving the signing of such documents by initials, he could not lay it down that it was insufficient. "Where an officer," he said, "authenticated his official act by affixing his initials he does not entirely omit to use his name; he simply abbreviates it; he uses a combination of letters which are part of it. Undoubtedly that method is informal, but we think it is clearly a method of 'signing.'" This is in line with our English decisions, but at the same time we may join with the learned Chief Justice in deprecating this method of "signature" as being not unlikely, as it did in the case before him, to occasion trouble.

Local Authorities and Legal Advice.

ONE of the Government's own amendments of the Rent etc. Restrictions (Amendment) Bill, carried by the Commons in the small hours of the 13th April, provides for the omission from cl. 7 of the three words " and give advice." The clause now only empowers local authorities to " publish information " to landlords and tenants as to the availability, etc., of alternative accommodation and as to their rights and duties, and the procedure for enforcing them, under the Rent Acts. We pointed out, when reviewing the Bill in our issue of 24th December last (76 SOL. J. 895) that the proposal as it then stood was a startling one, and hinted that The Law Society and Bar Council might do well to protest against a measure which would take the bread out of the mouths of members of the legal profession. But it is not from these quarters that the protest came : the Minister of Health, when moving the amendment, said that the Association of Municipal Corporations had pointed out that the provision would place a local authority in an impossible position—that of a private lawyer. In our opinion, it would at least tend to place private lawyers in an impossible position if well-to-do clients were to be enabled to consult municipal officials whose salaries were paid out of rates to which the said private lawyers contributed. Nor are we satisfied that the amendment adequately meets the case. If the powers were limited to publishing information as to housing we should have no cause for complaint ; but the publishing of information as to legal rights and duties, and as to procedure, however distinguishable such a function may be from the giving of advice, seems to be one which should not be subsidised out of rates.

Government Advertising.

THE suggestion made by Sir CHARLES HIGHAM that a Ministry of Publicity be formed merits serious consideration. Much as the existing practice of insistent advertisement may be disliked, it is doubtful if in modern times a government can afford to ignore the benefits to be derived from organised publicity which are so fully appreciated and exploited by commercial undertakings. Sir CHARLES does not advocate the establishment of a propaganda department, but one which would secure the frank advertising of facts in the Press. It was, he said recently, just as impossible for any modern government to govern well without the use of organised publicity as it was found impossible during the war to raise money for War Loan or War Savings, to raise men for the Army or shipbuilding, to find women for the canteens and other necessary things, without the use of Press advertisements. Such a department could be used by the Board of Trade for the furtherance of trade, by the Ministry of Health for the spreading of knowledge relating to infant mortality and the prevention of infectious diseases, by the War Office for recruiting purposes, by the Ministry of Agriculture as a medium of agricultural education and for persuading the public to consume more of the great essentials of life, and by the Ministry of Labour as " a great industrial megaphone so that the confusion and misunderstandings which we are all suffering from to-day may be clarified or remedied." These last words point to an obvious difficulty. It is doubtful if the mere recital of the troubles of modern industrialism would be of much avail without some suggestions as to their alleviation and, if these were made, it would be exceedingly difficult to decide where " publicity " ended and " propaganda " began. Moreover, the benefits of publicity could be obtained without the formation of a new government department. The publicity campaign commenced by the Post Office in the early part of 1932 may be cited as an example of what can be done under existing conditions. Sir KINGSLEY WOOD, the Postmaster-General, speaking on Monday last before the Publicity Club of London, on " How the Government uses Advertising," pointed out that in a year in which world telephone subscribers had decreased by some 2,000,000, Great Britain had obtained a net gain of 65,577 telephones. A number of people in walks of life not hitherto attracted by the telephone were becoming subscribers. The holding of young people's telephone exhibitions in various parts of the country and direct mail advertising were successful forms of publicity. With the assistance of the Board of Education, an attempt is to be made to interest and instruct the rising generation by lending model telephone sets for demonstration purposes in certain schools. Films depicting the telephone service are also about to be undertaken. The publicity efforts of the Post Office are being extended to the Post Office Savings Bank, the telegraph service and the air mails. The foregoing indicate that the Post Office is alive to the value of advertisement, and it would seem that the publicity in the Press which may be desirable for this and other government departments could be secured without the establishment of a Ministry formed to that end.

Perpetual Copyright.

IN perusing *Macintosh* v. *Haddock* (1933), 154 *Punch Journal* 432, we can only assume that the learned reporter " A.P.H." must have found his task an exceeding painful one, in view of the lapses of ADAM, J., and Sir ALISTER BANNER, K.C., counsel for the petitioners. The petition was to wind up the respondent company Haddock, Haddock & Haddock, Ltd., on the ground that it was just and equitable so to do, and actually appears to have been brought under s. 129 of the Companies Act, 1908, without either judge, counsel, or solicitors having observed that that section has been repealed and replaced by s. 168 of the Act of 1929. Sir ALISTER explained that the company had been formed as a private one, a " one-man " company to take over the activities of the well-known author, Mr. ALBERT HADDOCK. A company may purchase or otherwise take over the activities of a trader and thenceforth the public contracts with the company when it deals with the former owner continuing such activities, the man becoming the company's agent as managing director or otherwise. Mr. HADDOCK continued writing his books as agent of the company, and so his books became the books of the company. Now by s. 3 of the Copyright Act, 1911, copyright lasts, save as expressly excepted, for the life of the author and fifty years afterwards, and the proposition before the court was that, Mr. ALBERT HADDOCK being a mere agent to write books for the company, the latter was the author and, since it could not die, the copyright was perpetual. ADAM, J., in adopting this view and at the same time dismissing the petition, quoted *Wilmott* v. *London Road Co.* [1910] 2 Ch. 525, to the effect that a company can be a " respectable and responsible person " within a covenant in a lease, and apparently held that this device to obtain perpetual copyright was sound and even praiseworthy. In such deplorable circumstances the duty of " A.P.H." was plain, and we cannot understand why he did not perform it. He should gently but firmly, as " *amicus curiæ*," have informed the ignorant court, that, although there is or was a law of perpetual copyright in Mexico, that of England is still as expounded in *Nottage* v. *Jackson* (1883), 11 Q.B.D. 627. In that case it was held by the Court of Appeal, in judgments undoubtedly binding ADAM, J., that the " author " of a photograph for the purposes of copyright was the person who took it, and not the firm or company which employed him as agent. *A fortiori* the author of a book is the person who writes it. The question of the ownership of copyright is, of course, entirely different, and may depend on assignment by the author—who, however, can only assign what he has got under s. 3 of the 1911 Act, *supra*. The dismissal of the petition by ADAM, J., was, of course, proper enough. But can it be that the learned reporter, hitherto so sound, was in this case hoaxed by a conspiracy of judge and counsel ?

Mr. Justice McCardie.

TRAGEDIES such as that which has ended Henry Alfred McCardie's career are happily rare in our legal annals. Tradition surrounds the later years of a judge's life with an atmosphere of peace, and paints it as an existence mellowed by experience and exemplified by patient dignity.

Few would have said, however, that McCardie would readily or easily descend into any backwater of life, however tempting. Most of us visualised him raising new torches of law and verity for many years to come, and whether on the Bench or as a private citizen.

"Happy the nation which has no history" runs the old saying, and many would apply the principle to the lives of judges. McCardie, however, refused to believe that the high office to which he had been called necessitated the use of a metaphorical gag, and in the minds of the lay world his career during recent years was prejudiced by utterances and incidents which only lawyers perhaps would place in their true and not too important position.

Henry Alfred McCardie had an unusual legal and professional life. He was called to the Bar in 1894 and practised for some years in Birmingham before the rapid appreciation of his manifold talents by solicitors drew him to a huge junior practice in London. It is said that no junior before or since commanded such success either by way of fees or of quality and quantity of work. For many years no "*cause célèbre*," or monumental litigation, no matter what the issues or their character, was complete without McCardie on one side or the other. Quiet, unostentatious, patient and unflagging, he exacted respect from all whom he met, without any descent to the eccentricities, mannerisms or idiosyncrasies so often associated with successful advocates or those who find themselves constantly in the limelight. Of self-assertion or bombast he had none, and his patient dry humour and his perennial friendly charm gained for him legions of loyal and trusted friends. His handsome face and attractive voice lent an added grace to his natural abilities as an advocate of the more modern and definitely untraditional kind.

He was, of course, a lawyer first and last. His erudition was profound, and he had possibly few pleasures comparable with that which the study and expounding of legal principles supplied to him.

He would, it is confidently thought, have made his mark as a "House of Commons man," and the opportunity of embarking on a political life was not wanting. But he unhesitatingly rejected it. At a comparatively early stage in his legal life he sought silk, but the Lord Chancellor of the day refused it to him, and when later the mistake was seen and an attempt was made to repair the error, McCardie uncompromisingly would have none of it. As a junior barrister, therefore, he remained until greater enlightenment put him on the Bench, and in the years before that event his wide learning and his sensitive apprehension of legal principles made him not only a formidable opponent but a very welcomed pleader before every variety of judicial tribunal.

He was appointed a Judge of the King's Bench Division in October, 1916, at the age of forty-seven. Thereafter his decisions, though often queried, were always regarded with respect. In the post-war years his agile mind tended to surround almost every pronouncement with an atmosphere drawn from the outside world, and even his warmest admirers regretted what they feared might lead to the swamping of the judge by the man of affairs.

As time went on such apprehensions seemed hardly unjustified, inasmuch as a popular press, ever voracious for startling headlines, thought that they had found in Mr. Justice McCardie, if not a new judicial humorist, one at any rate who was as valuable, if not more so, to the editor seeking to fill a column with the soap-bubble of judicial aphorism. He became "the Bachelor Judge" and lawyers shuddered to read "Mr. Justice McCardie's Latest." Yet he was unfairly treated in all this atmosphere. He was never a "lightweight," and his views, if unorthodox, were sincere and heartfelt. If he erred, it was never through fear of consequences and to him is due that praise which, happily, is rarely lacking to an upright and honourable judge, a man to whom justice appeared to be an ideal which taking thought might make attainable.

There is no need here to refer to the many and outstanding judgments bearing his name, and which are, and will remain, mines of information and research for lawyers of all kinds. Practitioners will recognise that in many a case which escaped the attention of the press his decision was an example of scrupulous care for justice, and displayed a grasp of the principles of law rarely exceeded in the history of our Judicature.

The judgment upon McCardie is not unlikely to say that he was a disappointed man. His gifts were many and varied. Whether he sought everlasting fame as a new "English Justinian" or not, or whether he felt increasingly hampered by the narrow traditions of the Bench, opinion, at any rate amongst lawyers, nevertheless, will hardly fail to give him a distinguished niche in the gallery of English Judges.

"*Non est ad astra mollis a terris via.*"

Criminal Law and Practice.

"BREAKING AND ENTERING."

A CASE tried before Mackinnon, J., recently, at Leeds Assizes, illustrates the failure of many to realise that a "breaking" may be constructive, although not actual. It is a point which arises not infrequently before quarter sessions as well as at assizes, and, despite the law on the subject being well settled, the contrast between the actual physical facts of the case and the everyday meaning of the word is occasionally so striking that those to whose minds "chapter and verse" do not promptly occur are apt at times to find the position somewhat confusing.

For certain offences under the Larceny Act, 1916 (6 & 7 Geo. V, c. 50), the best known of which are burglary and housebreaking, an essential element of the crime is "breaking and entering," the purpose, of course, being felonious.

No difficulty is found in the vast multitude of cases where the "jemmy," tyre-lever or what-not, forces a door or window, leaving, in the common police phrase, "marks which correspond with it," or smashes or wrenches locks, bolts or screws.

The undoing of a fastening, although not attended with any injury to its component parts, has also since the time of Hale, *circa* 1680, been held actual breaking. To quote the words of this great jurist—"And these acts amount to an actual breaking, viz., opening the casement or breaking the glass window, picking open the lock of a door with a false key, or putting back the lock with a knife or a dagger—unlatching a door that is only latched—to take down a pane of glass of a glass window by taking out or bending aside the nails that fasten it is a breaking of a house within the law, because the glass window is part of the house": 1 Hale, 551.

In *R.* v. *Hyams* (1836), 7 C. & P. 441, Park and Coleridge, JJ., decided that raising a window which is shut down close, but not fastened, though it has a hasp which might have been fastened, is a breaking of the dwelling-house. It is worth remarking that the learned reporters in a note to this case doubt "whether the law of constructive breaking has not been carried somewhat far. It surely can never have been the intention of the legislature (for instance) that a little boy who breaks a pane of glass in a shop window, and takes out a trifling article during the time when the streets are crowded

should be considered as guilty of an offence which is punishable with death."

In *R.* v. *Haines* (1821), Russ. & Ry., 451, the judges of the Court of Crown Cases Reserved, on the point being submitted to them by Mr. Justice Richardson from an Old Bailey trial, unanimously held that pulling down the sash of a window is a breaking, though it has no fastening and is only kept in its place by the pulley-weight.

In *R.* v. *Hall* (1818), Russ. & Ry., 355, the accused entered the house by lifting up an iron grating over a cellar, usually fastened by a chain, but not so fastened on this occasion. He then opened a window in the wall of the house, which moved on hinges and was wedged by two nails, and opened by being pushed. The judges held that pushing open this window, when so wedged, constituted a breaking.

R. v. *Callan* was another cellar flap case. The flap in question had bolts, but it could not be proved that it was bolted at the time the prisoner broke out of the cellar with his booty. It was clear, however, that the flap was down, and that he had, at least, pushed it up. The court was equally divided in this case, Lord Ellenborough, Mansfield, C.J., Heath, Grose, Chambre and Wood, JJ., thinking it was a breaking because the weight of the flap was intended as a security, this not being a common entrance; but MacDonald, C.B., Bayley, Graham, Le Blanc, Lawrence and Thomson, JJ., thought the conviction wrong (1809), Russ & Ry. 157.

In *R.* v. *Russell*, 1 Mood., 377, it was held that lifting up the flap of a cellar usually kept down by its own weight is a sufficient breaking for the purpose of burglary.

It was even held in *R.* v. *Brice* (1821), that getting into the chimney of a house is a sufficient breaking and entering to constitute burglary.

Where, however, a window is partly open and is then further opened by an intruder in order to gain admission, this is not a breaking. *R.* v. *Smith* (1827), 1 Mood. 178. On the same principle, a door already partly open, might be further opened without a "breaking."

It would appear that the *ratio decidendi* in these cases (if, indeed, it is possible to discover one, which some doubt) is that if the premises are as closed as it is possible for them to be in the nature of things, whether the parts are kept in position by fastenings or not, if such fastenings are available, or by the force of gravity or by *vis inertia*, then the disturbance of such parts, whether accompanied or not by actual fracture or physical alteration of them, constitutes a "breaking."

Let it be remembered that the "breaking" may be out as well as in: vide Larceny Act, 1916, ss. 25, 26 and 27.

There are other cases of constructive breaking where the entrance has been obtained by some artifice or threats, such as the "Black Fryars case," 1664, recounted by Hale in his "Historia Placitorum Coronæ," 552, with another ingenious crime. "Thieves come with a pretended hue and cry and require the constable to go with them to search for felons, and whilst he goes with them into a man's house, they bind the constable and dweller and rob him. This is burglary—Thieves pretending that A harboured traitors, called the constable to go with them to apprehend them, and the constable entering, they bound the constable and robbed A and were executed for burglary, and yet in both cases the owner opened the door of his own accord at the command of the constable."

In the recent Leeds case the prisoner pleaded that entering a house at night through a window which he found unfastened was not burglary. Mr. Justice MacKinnon told the jury that if a window in a house was closed, although not necessarily latched, and a person had to raise the window in order to enter the premises, technically that was breaking in.

Mr. Frederick Brown, solicitor, of Dudley, left estate of the gross value of £6,741, with net personalty £6,687. He left £100 to Lord Mayor Treloar's Cripples' Hospital and College, Alton.

Some Points on Charging Orders.

THE subject of charging orders is one which must naturally be of considerable interest to all members of the solicitors' branch of the profession. The first decision, therefore, under s. 69 of the Solicitors Act, 1932, the section which now governs charging orders and liens, is one worthy of receiving the closest attention. It may be as well at this point to set out the section, for though, in substance, it is the same as s. 28 of the Attorneys and Solicitors Act, 1860, it has been completely re-drafted. Section 69 then, is as follows:—

> "Any court in which a solicitor has been employed to prosecute or defend any suit matter or proceeding may at any time declare the solicitor entitled to a charge on the property recovered or preserved through his instrumentality for his taxed costs in reference to that suit, matter or proceeding, and may make such order for the taxation of the said costs and for raising money to pay, or for paying, the said costs out of the said property as they think fit, and all conveyances and acts done to defeat, or operating to defeat, that charge shall, except in the case of a conveyance to a *bonâ fide* purchaser for value without notice, be void as against the solicitor:
>
> "Provided that no order shall be made if the right to recover the costs is barred by any statute of limitations."

It will at once be seen that the words "property recovered or preserved" have been taken straight from s. 28 of the Act of 1860, and it is upon the interpretation of them that the great majority of cases have arisen. The first important point is that such charging orders are restricted to proceedings in civil courts; this is not stated in the Act, but it was clearly laid down in the case of *In Re Humphreys; ex parte Lloyd-George and George* (42 SOL. J. 328); [1898] 1 Q.B. 520. The facts of this case are interesting, and repay study as it may be regarded as being on the border-line. Messrs. Lloyd-George were solicitors to the trustees of a bankrupt's estate. The bankrupt sold his stock-in-trade and decamped to Australia with the proceeds and was there arrested, and brought back to England to answer charges preferred under the Debtors Act. A considerable sum of money was found on him which the solicitors obtained from the Australian police and handed over part to the trustee, retaining the rest as costs. The Court of Appeal held that they were not entitled to a charging order on this money under s. 28. In the course of his judgment, Chitty, L.J. (at p. 525), said: "Obviously the proceedings must be in a civil court of justice. The enactment does not extend to criminal proceedings."

The two great causes for dispute under s. 69 and its predecessors in the 1860 and subsequent Acts are:—

(i) Was any property "recovered or preserved"?

(ii) Change of solicitor by a party to a suit.

As regards the first of these, it has been repeatedly stated that the property must be tangible. Thus it is impossible to obtain a charge where the costs were incurred in the successful resistance of a claim to an easement. But quite apart from tangibility there are many cases of difficulty in deciding whether anything has been recovered or preserved; the tendency, however, seems to be for the courts to place a wide interpretation on the words. Thus charging orders have several times been granted where all that has been recovered was a sum of money paid into court. In *Ex parte Tweed* [1899] 2 Q.B. 167, a case of a disputed will, probate was eventually granted to the executor and the objections failed. It was held that the executor's solicitors were entitled to a charging order on the estate for the costs of the probate action.

The comparatively early case of *Faithfull* v. *Ewen*, 7 Ch.D. 495 (discussed in 22 SOL. J. 224), is an interesting example of the willingness of the court to interpret the section in favour of solicitors who would otherwise be robbed of their costs. The plaintiff mortgaged his interest in the estate, which was the subject of a suit to the defendants. The mortgage was sent to the plaintiff's solicitor for his approval, and he

sanctioned its execution. Nothing was said by either side as to the solicitor's claim for costs. The mortgagees had notice of the suit and the court held they must be presumed to know the rights of the solicitor. The mortgage was therefore postponed to the charge.

The second cause, i.e., change or discharge of solicitor, is equally fruitful in difficult problems. There appears to be no doubt that the mere fact that a solicitor is not representing a party to a suit at the actual moment of its successful issue is no bar to a charging order in his favour on the property recovered or preserved. Instances of this are numerous, but perhaps the best are afforded by the two cases of *Re Wadsworth*, 29 Ch.D. 517 (29 Sol. J. 374), and 34 Ch.D. 155 (31 Sol. J. 30). Property was recovered through the instrumentality of a solicitor, but the client discharged him a short while before trial and employed another solicitor. It was held in the first case that the solicitor was entitled to a charge on the property subject to the new solicitor's lien for costs. The second case, two years later, decided that the new solicitor was entitled to taxed costs.

Two other cases of interest may be mentioned before we turn to the recent decision of Lord Merrivale; these are *Heap* v. *Jackson* [1886] W.N. 192, and *Knight* v. *Gardner* [1892] 2 Ch. 368 (36 Sol. J. 447). In the former case an executrix took the management of the estate out of the solicitor's hands and asked for probate *in propria persona*. The solicitor obtained a charging order, but the court held it had no power to grant his request to stop the issue of probate. The latter case is an interesting example of the priorities of charging orders where there are several firms of solicitors concerned.

We now come to the recent case of *Hyde* v. *White* [1933] W.N. 83 (77 Sol. J. 251): it has the merit of presenting problems under both the heads which have so far been considered, thus well earning Lord Merrivale's description of it as "one of the most troublesome probate actions I have ever known." The facts of the case were as follows: There were in existence at least two wills made by the deceased, both of which were propounded by his sister. A nephew claimed that there was an intestacy on the ground that there was no testamentary capacity at the date of either will. The sister employed successively two firms of solicitors, but discharged them both before the time of the trial at which she neither appeared nor was she represented. His lordship pronounced against both wills and held there was an intestacy, under which, of course, the sister took a considerable share. Both firms then asked for charging orders against the property which she thus received.

At first sight it may appear that there was nothing which by any stretch of imagination could be regarded as recovered or preserved in this action. As his lordship observed "she would appear to have failed all down the line." He then went on to consider this view, and said "On the whole I do not think that this is the true view. The statute must be construed with reference to the various classes of litigation. This is a Court of Probate. The property in question is the estate of a deceased man and it had not vested in any other person."

In fact, as he continued, she had gained something in the action. At the moment when it was brought she, among other people, had certain inchoate rights. As a result of it, those rights had been converted into an actual interest and she received a share in the deceased's estate. His lordship said "I think that this is property that has been preserved—that is to say, it has been secured to her in these proceedings." He therefore made charging orders upon her share under the intestacy in favour of both firms of solicitors.

This case is exceedingly interesting, for not only is it the first to be decided under the new Act, but also practically all the older cases were brought to the notice of the learned President. These cases not only met with his approval, but he has extended them to such a point that the already considerable measure of protection given to solicitors by the Act has been made of as wide application as is possible.

Pound-Breach.

Two important points of pound-breach law were decided by the Court of Appeal on 30th March last in the case of *Lavell & Co. Ltd.* v. *A. & E. O'Leary*. This was an appeal from a decision of Macnaghten, J., already briefly referred to in these columns (76 Sol. J. 838), and the facts of the case may be summarised as follows:—

The appellants (who were also the plaintiffs in the court below) were the landlords of first-floor premises in Charing Cross Road, which they had let to a Mr. Wong Gee, the proprietor of a Chinese café there. The rent being in arrear, the plaintiff on two different occasions levied a distress. On both occasions the bailiff took "walking possession" only, he agreeing with the tenant not to remain on the premises but to call daily to inspect them. Meanwhile the tenant continued to carry on his business of restaurant keeper, and one day instructed the defendants, a firm of removal contractors, to remove the furniture, consisting of chairs and tables. This the defendants did, in the ordinary course of their business and without knowing that a distress had been levied, and receiving 30s. only for the hire of the vans. Subsequently the tenant made off with the furniture.

The plaintiff thereupon sued the removal contractors under the Distress Act, 1689, for treble damages for pound-breach.

These facts raised two questions, and it is proposed here to consider them separately, together with the different answers which were given in the King's Bench and the Court of Appeal:—

(1) *Had there been an impounding?*

By the Distress for Rent Act, 1737, it was enacted that—

> "It shall and may be lawful to and for any person or persons lawfully taking any distress for any kind of rent, to impound, or otherwise secure the distress so made . . . in such place, or on such part of the premises chargeable with the rent, as shall be most fit and convenient . . ."

Clearly, said Macnaghten, J., if this were a case of tenant versus landlord, the former could not be heard to say that there had not been a proper impounding in these circumstances. But as between the landlord and innocent strangers who took the goods without notice that a distress had been levied, the position was a different one. The words in the Act of 1737 were "to impound or otherwise secure." The word "otherwise" indicated that the Legislature implied the impounding of the goods as a *securing* of them against the danger of removal by the tenant *or by anyone else*. In this case no step of any sort was taken to secure the goods against removal by anybody. Nobody was left in possession, and the landlords had failed to prove that they had complied with the 1737 Act by impounding or otherwise securing the goods. Therefore, the action must fail.

This decision was new, and presented certain perplexities to the mind accustomed to the notion that goods once impounded are in *custodia legis* for all purposes and against everybody. This notion has received new life by the Court of Appeal decision, which gives a clear affirmative answer to the question above set out. Lord Hanworth, M.R., said that in his view it was clearly established that goods impounded on the tenant's premises were impounded not merely against the tenant, but against any stranger, that the view expressed by Mr. Justice Macnaghten was too narrow, and that if a pound was now created it must be respected by all, because the goods were then in the custody of the law.

Several authorities were cited on this point, all of them cases where the tenant had sued the landlord or his bailiff, with the exception of *Firth* v. *Purvis* (1793), 5 T.R. 432. In that case the plaintiff's tenant having fallen into arrears with his rent, the plaintiff distrained four pipes of beer, and impounded them by notice to the tenant, but without doing anything to the door of the cellar in which the beer was kept. Notice of the impounding was also given to the defendants, who were

creditors of the tenant, and who thereupon made tender to the plaintiff of the arrears of rent and costs. This being refused, they seized and sold the beer. In an action for treble damages for pound-breach, it was held "that under the Statute 11 G. 2 this was an impounding," and that, tender after an impounding being insufficient, the defendants were liable.

Firth v. *Purvis* is thus easily distinguishable from the facts of the present case, in that there the defendants were cognisant of the distress and chose to act in defiance of it, whereas in the present case the defendants were entirely innocent parties. But before Macnaghten, J., it had been conceded by both sides that the fact that a breach is committed unwittingly does not affect the question of liability.

(2) *Assuming that the goods had been properly impounded and that a breach had been committed, were the defendants parties to that breach?*

Mr. Justice Macnaghten had found that there was no evidence that either of the lorry drivers employed by the defendants actually entered the restaurant; indeed, evidence had been given that two men engaged *by the tenant* actually moved the furniture on to a landing outside the premises, and that the two drivers merely assisted in carrying it down the stairs and loading it on the lorries. Despite this evidence, the learned judge said, "It seems to me that persons who supply the means of committing the offence—because unless the lorries had been supplied Mr. Wong Gee would not have been able to move the goods—must come within the class described in the Statute as offenders and be liable to treble damages."

On appeal, the Master of the Rolls and the remainder of the court refused to accept this view. The pound had been broken *by the tenant*, who had employed two men to remove the goods on to the landing outside the pound, and the defendants were entitled to say that they had been merely engaged on their ordinary business of furniture removers and had not broken the pound. Therefore, the appeal must be dismissed, but not for the reason given by Macnaghten, J.

One point remains undecided by this case. Assume that, as here, the furniture removers had not actually entered the pound *but knew that the goods had in fact been impounded.* Would they be liable to pay treble damages for pound-breach? The answer would clearly seem to be in the affirmative, as they would then be doing something more than acting as ordinary furniture removers for an ordinary purpose, and Lawrence, L.J., *obiter* said that in those circumstances he would have "no hesitation in saying they had committed pound-breach."

Company Law and Practice.

TRANSFER OF SHARES.—I.

CLXXIX.

Section 62 (1) of the Companies Act, 1929, provides that "the shares or other interest of any member in a company shall be personal estate, transferable in manner provided by the articles of the company, and shall not be of the nature of real estate." The power to transfer is thus given by the Act itself; but the method of, and restrictions on, transfer depend upon the articles (cf., Table A, cl. 17–22). The Act, however, provides, by s. 63, that despite anything in the articles it shall not be lawful for the company to register a transfer of shares in or debentures of the company unless a proper instrument of transfer has been delivered to the company—a provision, the main object of which is, probably, to prevent evasion of stamp duty; this section does not affect any power to register where there has been a transmission of shares by operation of law. A recent case of interest in this connection is *Edwards* v. *Ransomes & Rapier Ltd.* [1930] W.N. 180. There the executor of a registered holder of debentures claimed to be registered in his own name as holder of the debentures, and not in his representative character. The company contended that he must, in accordance with a condition of the debentures that every transfer must be in writing under the hand of the registered holder or his legal personal representative, execute a transfer to himself. Luxmoore, J., held that the company, having accepted the probate as evidence of the plaintiff's legal title, were bound to register him in his own name. The transfer they demanded was only an idle formality, and the facts of the case involved not a transfer, but a devolution or transmission, and under the conditions of the debentures, the company were bound to register the person legally entitled to the debentures, i.e., the legal personal representative.

Apart from this statutory requirement in s. 63, a company has a wide power of regulating the method and conditions of transfer of shares in its articles. Clause 19 of Table A contains a usual provision, giving the directors a discretionary power to refuse to register transfers to persons of whom they do not approve or of shares on which the company has a lien. A further provision, not unusual in the articles, is that before transfer, the shares must be offered at a fair value to other members of the company. The wide limits within which restrictions of this nature may be imposed are illustrated by the case of *Borland's Trustee* v. *Steel Bros. & Co.* [1901] 1 Ch. 279. The company's articles provided that a shareholder must, on receiving notice from the directors, transfer his shares to particular persons at a particular price to be ascertained according to the articles. Farwell, J., held that such a provision was not void as tending to perpetuity, because the rule against perpetuity has no application to personal contracts; nor was it void as being repugnant to absolute ownership. "A share is the interest of a shareholder in the company measured by a sum of money for the purpose of liability in the first place and of interest in the second, but also consisting of a series of mutual covenants entered into by all the shareholders *inter se*." Nor was there anything obnoxious to the bankruptcy law in a *bonâ fide* provision that in the event of bankruptcy a shareholder shall sell his shares to particular persons at a particular price which is fixed for all persons alike, and is not shown to be less than the fair price which might otherwise be obtained.

If the articles contain no restrictions on transfer a shareholder is free to transfer without securing any consent, and the directors cannot refuse to register a *bonâ fide* transfer. This has been laid down in a number of cases of which a more recent example is *Re Copal Varnish Co.* [1917] 2 Ch. 349, in which Eve, J., said: "Alike in a public and a private company a shareholder has, in my opinion, to use the language of Cozens-Hardy, M.R., in *In re Bede S.S. Co.* [1917] 1 Ch. 123, 'a property in his shares, a property which he is at liberty to dispose of, subject only to any express restriction which may be found in the articles of association.'" Of course, in the case of a private company there is a statutory obligation to restrict by the articles the right to transfer its shares (s. 26 (1) Companies Act, 1929): and it is hardly necessary to add that the general requirements of the law relating to transfer must be observed, e.g., the transferee must be a person competent to take. But otherwise, apart from express restrictions, the transfer can be effected without interference. Even where directors have (as under cl. 19 of Table A) a power to refuse to register transfers, which power is of a fiduciary nature to be exercised for the benefit of the company, it may be construed with considerable strictness against the directors. Thus in *Re Bede S.S. Co.*, *supra*, there was a power for directors to refuse to register transfers if "in their opinion it is contrary to the interests of the company that the proposed transferee should be a member thereof." The Court of Appeal held that this only justified a refusal to register on grounds personal to the proposed transferee. It did not justify a refusal on the ground that the directors did not think it desirable to increase the number of shareholders, or because they thought the

transfer was not *bonâ fide*, the transferee being the mere nominee of the shareholder, and the transfer made to increase the number of shareholders to vote with him in a policy of which the directors disapproved.

At the same time, where the directors have such a discretionary power of rejecting transfers and exercise that power without assigning any reason, the court will, in the absence of evidence to the contrary, assume that the discretion was exercised *bonâ fide* and reasonably. If they give their reasons the court can examine them to see whether the directors acted on a right principle, and even where no reasons are given it is open to those who wish to attack the refusal, to furnish evidence *ab extra* to prove that the directors did not act *bonâ fide* or proceeded on a wrong principle.

The question may be asked, how far, acting within the limits allowed by the law and the restrictions (if any) imposed by the articles, can a shareholder transfer partly paid shares in order to escape future liability? This was considered in *Discoverers' Finance Corporation, Ltd., Lindlar's Case* [1910] 1 Ch. 312, where Buckley, L.J., delivering the judgment of the Court of Appeal, laid down these propositions: (1) Where the directors have by the articles no power of rejecting a transfer, a shareholder may, right up to the moment of liquidation, transfer his partly paid shares for the express purpose of escaping liability, and even to a transferee who is a pauper; and provided that the transfer is an out-and-out transfer reserving to the transferor no beneficial right to the shares, he may compel the directors to register the transfer; (2) where the articles do empower the directors to reject a transferee whom they do not approve, the transferor cannot escape liability if he has actively by falsehood or passively by concealment induced the directors to pass and register a transfer (even an out-and-out transfer) which if he had not so deceived them they would have refused to register; (3) whether or not the articles contain such a power, if the transferor has executed and registered his transfer to a man of straw by acting fraudulently or in breach of his duty towards the company, he cannot escape liability, e.g., if, being in a position to do so, he has procured the postponement of the winding-up in order to get time to execute the transfer, or by collusion with the directors has procured them in breach of duty to pass a transfer they ought not to have passed.

(*To be continued.*)

A Conveyancer's Diary.

Effect of Covenant to release Power of Appointment.

I HAVE been asked to discuss a question which has arisen in practice and raises some points of interest regarding the effect of a covenant by the donee of a power of appointment not to exercise it.

The facts as put to me were that under a marriage settlement the husband and wife had a power of appointment in the usual form amongst issue of the marriage. The husband and wife by deed covenanted with some of their children that their power of appointment should not be exercised at all. Subsequently there was a deed by which the covenantees released their parents from the covenant not to exercise their power. Then the parents proceeded to exercise the power as though they had never covenanted not to do so, relying upon the release of the covenant which they had obtained from the children with whom they had entered into it.

The question then was whether or not the covenant, validly entered into by the parents, not to exercise the power of appointment amounted, in equity, to a release for good and all of the power.

It was said on the one hand that as from the date of the covenant not to exercise the power there was a release of the power which could not be recalled by any subsequent act of the covenantees; on the other hand it was said that the matter rested in covenant, and that the fetter imposed by the deed of covenant not to exercise the power could be removed at the will of those with whom the covenant was made.

It certainly is rather curious that this point has never been decided. I think that it must have been raised before, although perhaps not frequently.

In the absence of direct authority we are thrown back upon certain *dicta* which, as I think, go to show that a covenant not to exercise a power of appointment is, in equity, a release for all time and all purposes of the power. If that be so, no subsequent act on the part of the covenantees can revive the power.

Of course, expressions of opinion which are *obiter* must always be read in relation to the facts of the case in which they are delivered and considered in connection with their context. I think, however, that the *dicta* to which I will refer on this subject are sufficiently strong, and used in connection with facts so nearly corresponding with those of the case which I am discussing as to warrant the view being taken that in fact a covenant not to exercise a power does operate as a complete release of the power. At any rate I should not care to advise a mortgagee or assignee to accept a title from an appointee or some person claiming under him, in the circumstances which I have mentioned, that is, on the assumption that a subsequent release of the covenant had the effect of reviving the power to appoint.

Now, to turn to the authorities.

The first case to which I ought to call attention is *Davies* v. *Huguenin* (1863), 1 H. & M. 730. The facts in that case, so far as mat rial, were that a father had a power of appointment amongst his children under his own marriage settlement of certain funds subject thereto, which funds were in default of appointment to go to his children equally. In a settlement made on the marriage of one of his daughters, the father covenanted that he would not exercise any appointment to defeat, lessen or diminish the share to which the daughter would be entitled in default of appointment, but on the contrary would do all acts that might be requisite to confirm and establish such share so that the daughter should receive £1,500, which was the sum to which the daughter would have been entitled in default of appointment. I have stated the facts shortly as it appears they were considered to be (although wrongly, as it turned out) by the Vice-Chancellor, who heard the case. There were various points raised with which I am not concerned, but the result so far as material for my purpose was that the covenant by the father was held to be a release *pro tanto* of his power of appointment, and as he had made an appointment which had the effect of reducing the daughter's share to less than £1,500, her trustees were entitled to have her share made up to that sum out of the capital of the funds.

In his judgment, Sir W. Page Wood, V.-C., said: "It is almost too clear for argument (though the point was raised) that the covenant by the father operated *pro tanto* as a release of his power."

The actual decision in the case was in some respects overruled (the Vice-Chancellor having misconceived the facts) by a later case, to which I shall refer, but even there the statement which I have quoted was cited with approval.

The next case is *Isaac* v. *Hughes* (1870), 9 Eq. 191.

By a post-nuptial settlement, made in 1837, a settlor granted lands to trustees upon trust, after the death of the settlor and his wife, to such persons and for such uses as the settlor should by will appoint, and in default of appointment, for all the children of the settlor. The deed contained an ultimate limitation, if there should not be any child of the existing marriage, for the settlor absolutely. In 1841 the wife died, leaving four children. By a re-settlement, in 1848, to which the same trustees were parties, after reciting that it had been proposed that the settlor should give up his life estate in the premises, and forego the power given to him of appointing by will, the property was re-settled upon the trusts thereby declared and the settlor covenanted with the trustees that he

would not make any will whereby the trusts thereby declared might be in anywise impeached or defeated.

It was held that the covenant was a release of the power of appointment. Stress was laid upon the fact that the covenant was entered into with the trustees, and Sir W. M. James, V.-C., said: "I am of opinion that there was a good equitable release on the part of the settlor, on the ground that the power was an equitable power and the trustees of the original settlement were parties to the covenant, whereby the donee of the power, in effect, assured them he never intended to exercise the power. I am of opinion that the settlor, having by a deed between him and the trustees, in whom the fund was vested, told them that he would forego the power, that was as good as if he had said in so many words 'I release the power.'"

I should have thought that the fact of the covenant being with the trustees was not very material. It seems to me that the effect would be the same if the covenant were with parties interested in default of appointment and notice of it was given to the trustees.

In re Evered: Molineux v. *Evered* [1910] 2 Ch. 147, a lady had under her marriage settlement a testamentary power of appointment over a fund among her children and issue, and in default of appointment the fund was to be divided, after the death of the survivor of the husband and wife, among her children equally. In exercise of her power of appointment she appointed by her will a sum of £60,000 to be divided between the six sons and settled upon them and their children and the residue to be divided into sevenths and settled upon her six sons and her daughter and their children. Subsequently she covenanted with three of her sons not to exercise her testamentary power of appointment in such a way as to reduce their respective shares in the fund below £7,000 apiece.

It was held that the fetter imposed by these covenants involved the consequence that each of her seven children should receive £7,000 absolutely as in default of appointment and that the appointment operated only over the balance of the fund after deducting £49,000.

In the course of his judgment in that case, Buckley, L.J., said of the donee of a power: "He can release his power or covenant that he will not exercise it (which will be equivalent to a release) . . ." And later he quoted the passage to which I have referred in the judgment of Sir W. M. Page Wood, V.-C., in *Davies* v. *Huguenin*, and expressed agreement with it.

The result seems to be that a covenant not to exercise a power or not to exercise it in a certain way is a release of the power either wholly or *pro tanto*. If that be so, once the covenant is entered into the power is gone or released either wholly or in part, as the case may be. On the face of it that appears to be the effect of the cases (or rather of the *dicta* in the cases) which I have mentioned. In none of those cases, however, was there any subsequent release of the covenant by those with whom it was entered into, consequently those cases can hardly be regarded as direct authorities on the point.

I can see that great difficulties would arise if it were held that such a covenant by a donee of a power could be rendered ineffectual by a subsequent release of it by the covenantees. The effect would then appear to be that the power could still be exercised and the trustees of the fund might be bound to act upon the assumption that the exercise was valid unless and until the covenantees objected or took some step to prevent the distribution of the fund in accordance with the appointment. In other words, the covenant simply operates as an agreement not to appoint without the consent of the covenantee, which consent it is conceived might be given either before or after the appointment was made and might be given by the personal representatives of the covenantee or an assign of the benefit of the covenant from him and the covenantee, his representatives or assigns might turn the transaction to profit by demanding payment as a condition of giving consent. These are some of the difficulties which might arise if the effect of the covenant were held not to be a release in equity, and others will doubtless occur to the reader.

Landlord and Tenant Notebook.

Determination of Weekly Tenancies.

DELIVERING judgment in *Harvey* v. *Copeland* (1892), 30 L.R. Ir. 412, Gibson, J., said: "It would be a great reproach to our jurisprudence if, in the year 1892, the reasonableness of a notice to quit for one class of tenancy depended, not on a legal standard prescribed by law, but on the varying idiosyncrasy or caprice of jury or court in each case that arises." A praiseworthy sentiment, no doubt; but the fact remains that the judgment was a dissenting one, and that the matter remained unsettled, at all events, as regards the law of England, for another thirty odd years, when the Rent etc. Restriction Acts had removed the weekly tenancy from the scope of the maxim "*de minimis*," and the English Divisional Courts adopted the dissenting judgment delivered in Ireland by Gibson, J.

If, perhaps, it is not quite correct to classify weekly tenancies as *minima*, it is fair to say that the attention bestowed upon them was for many decades half-hearted. Between 1835 and 1926, however, a number of conflicting decisions (in one case a judge candidly confessed that a previous decision of his own was incorrect) provided answers to three questions: whether any notice was necessary to determine a weekly tenancy; how long that notice should be; and when it must expire.

The difficulty can be partly ascribed to the mathematical fact "two into seven won't go." This impossibility gave rise to a decision of Parke, B., in *Huffell* v. *Armitstead* (1835), 7 C. & P. 56, in which he held that a tenant who had entered on a Monday and left about the same time, without giving notice, on the fourth following Monday, was not liable for a week's rent. Unable to draw the requisite analogy with a yearly tenancy, the learned judge held that by entering on a new week a tenant did not bind himself to pay rent until the end of the week following.

It should, perhaps, be mentioned that the premises in the above case were furnished lodgings, and that the claim was for use and occupation. The matter next came up for decision in *Jones* v. *Mills* (1861), 10 C.B. (N.S.) 788, a claim for ejectment by executors of a landlord whose tenant had occupied a cottage for many years on a weekly tenancy. No notice had been given, and the court declined to follow *Huffell* v. *Armitstead*, Erle, C.J., pointing out that it was unreasonable that a landlord should be able to turn his tenant out at midnight of the last day of his week. Some of the judges suggested reasonable notice; Willes, J., was inclined to say that half a week was right; Williams, J., alone considered that a week would be necessary. But each was careful not to commit himself, and the action was dismissed as premature. In a footnote, the learned reporter remarked that if it were a question of reasonableness, juries would undoubtedly decide upon a week's notice, such being the "universal understanding and practice."

Then came the unfortunate case of *Sandford* v. *Clarke* (1888), 21 Q.B.D. 398, in which no one mentioned the above decision. The action was for damages for injuries caused by a defective coal-plate, the defendant being the landlord of the premises, which were let on a weekly tenancy. The plaintiff was unable to prove that the coal-plate had been defective before the letting, but Wills, J., held that the tenancy terminated every week, a new one then being granted, and accordingly the defendant was held liable.

Eight years later, Wills, J., recanted when dealing with a similar point in *Bowen* v. *Anderson* [1894] 1 Q.B. 164, and ordered a new trial of the action which the plaintiff had been non-suited, on the strength of *Sandford* v. *Clarke*, in the county court. The reason was, as stated, that in the former case *Jones* v. *Mills* had not been cited; whether the plaintiff and his advisers were aware of both the older decisions when proceedings were launched, I cannot say, but if not, it seems to be a case in which *ignorantia juris* made for bliss in fact!

The position was now that some notice was considered necessary; there remained the questions how much, and when it must expire.

The second of these questions was settled first, in *Queen's Club Garden Estate Ltd.* v. *Bignell* [1924] 1 K.B. 117, a claim for possession of controlled premises against a tenant alleged to be such in consequence of his employment. The tenancy was Saturday—Saturday, and the notice to quit relied upon had been given on a Friday to expire Monday week. The county court judge had held this to be a valid notice, but his decision was reversed in the Divisional Court after a lengthy review of authorities, English and Irish.

The question of length of notice necessary in the case of weekly tenancies was the subject-matter of two decisions (not including *Simons* v. *Crossley* [1922] 2 K.B. 95, in which it was held that a monthly tenancy could be determined by "reasonable" notice expiring at any time, a proposition now no longer tenable). In *Weston* v. *Fidler* (1903), 88 L.T. 769, there was a special agreement for one week's notice, and the key was to be left with the landlord before noon on the day of quitting. The landlords gave a week's notice to quit before noon on a Monday, and for the following Monday, but Wills, J., held this to be insufficient, because the law took no notice of fractions of days. In *Newman* v. *Slade* [1926] 2 K.B. 328, in which there was no special agreement, the court declined to apply this decision, holding that the rule by which the day on which notice is given should not, but the day for which it is given should, be counted (*Sidebotham* v. *Holland* [1895] 1 Q.B. 378, C.A.) was the proper one in the absence of agreement to the contrary. So it appears that the notice may be given less than seven × twenty-four hours before it is to expire.

None of the above decisions was given by a tribunal higher than the King's Bench Division, but I think that it is safe to assume that, now that the answers to the three questions have been settled, no appellate tribunal is likely to modify them.

Our County Court Letter.

LIABILITY FOR WORKMAN'S EYE INJURY.

The above subject has been considered in two recent cases. In *Evans* v. *Demolition and Construction Co. Ltd.* at Dolgelly County Court, the applicant's case was that (1) while breaking loose stones from a rock (in a quarry) he had been struck by a piece of stone in the left eye—the sight of which was destroyed, (2) he subsequently failed to obtain work on the Great Western Railway, as he had only one eye. The county surveyor stated that the applicant had also applied to him for work, and the eye would not have prevented him from doing a labourer's work—if there were any. The medical evidence was that the applicant had recovered from the accident, and was fit for labouring work, although his limited field of vision would make quarry work dangerous. The foreman's evidence was that the applicant, being employed as a labourer, should not have broken stones, for which special men were employed. It was also pointed out that the applicant had been given labouring work at the quarry, and it was held that he had not been refused work owing to the loss of one eye, but owing to the trade depression. Judgment was therefore given for the respondents, with costs.

In *Kirkham* v. *Webb and Corbett* at Stourbridge County Court, an award was claimed under the Workmen's Compensation Act, 1925, s. 43. The applicant's case was that (1) he had worked for forty years in the glass trade with one firm, whom he left in April, 1931, owing to trade depression; (2) in April, 1932, he worked five days with another firm, and finally on the 16th and 17th August, 1932, with the respondents; (3) cataract had been diagnosed in 1930, but had not interfered with his work until he was employed by the respondents; (4) on the 7th October, 1932, a certifying surgeon gave a certificate of disablement (dating from the 12th August) the "last employers" being stated as those with whom he had worked for forty years; (5) they denied liability on the ground that the applicant had not worked there during the previous twelve months; (6) an amended certificate was therefore issued, stating that the respondents were the last employers. The respondents' case was that (*a*) the condition of the applicant was admittedly due to his employment for forty years at one firm; (*b*) his two days with the respondents would have a negligible effect on his condition; (*c*) as the applicant could do labouring work, his earning capacity had not suffered. His Honour Judge Roope Reeve, K.C., observed that the certifying surgeon appeared to have taken his duties very lightly, although there was no suggestion of malfeasance. It was held that, although the applicant had been only on a fortnight's trial, he was a workman who had had an accident, for which the respondents were liable to compensate him. A declaration of liability was therefore made, without costs. For prior references under the above title, see our issue of the 26th March, 1932 (76 Sol. J. 213), and compare also "Finality of Certificate of Medical Referees" in our issue of the 22nd April, 1933 (77 Sol. J. 280).

HUSBAND'S LIABILITY FOR WIFE'S DEBTS.

In the recent case of *Scully* v. *Lidbury*, at Bristol County Court, the claim was for £31 9s., being the balance due in respect of second-hand furniture, on account of which the defendant's wife or daughter had paid £22 6s. between December, 1928, and February, 1933. The defendant contended that (1) he had no use for the furniture and had not authorised his wife to buy it; (2) he was not in the house when any deliveries had taken place; (3) the payments were out of his wife's own money. The defendant's wife gave corroborative evidence, her contention being that she had made the payments out of her own savings—derived from taking boarders. His Honour Judge Parsons, K.C., gave judgment for the defendant, with costs. Compare "Wife's Earnings as Separate Estate," in our issue of the 24th October, 1931 (75 Sol. J. 721).

Correspondence.

Costs. Conveyancing Charges.

Sir,—Are you correct in the first few lines on p. 275 of the current issue of The Solicitors' Journal, when you say the remuneration is based on a percentage of the annual rent? Does not this apply only to the first £100 of rent? See *In re McGarel* [1897] 1 Ch. 400.

Macclesfield. J. W. Holdich.
24th April.

[Our correspondent is referred to the General Order, 1925, which provides that the remuneration is to be calculated by reference to the rent in pounds and not by reference to sums of completed hundreds of pounds. This, it is submitted, overrides the decision *In re McGarel* [1897] 1 Ch. 400. Thus, prior to 1925, the lessor's solicitors' remuneration in respect of a rent of £250 would have been £7 10s. in respect of the first completed £100, and £2 10s. in respect of the next completed £100, under the *McGarel* ruling; but now the remuneration will be £7 10s. in respect of the first £100, and £3 15s. in respect of the remaining £150. A total of £11 5s., plus, of course, 20 per cent.—Ed., *Sol. J.*]

THE KING'S BIRTHDAY.

By Order of the Lord Chancellor the offices of the County Courts and the District Registries of the High Court will be closed on the 3rd June, the day appointed to be kept as the King's Birthday, unless in any particular case the Lord Chancellor otherwise directs.

Land and Estate Topics.

By J. A. MORAN.

It is not unusual for no sale to be held at the London Auction Mart on Bank Holiday week, and evidently the general feeling among those anxious to figure as sellers is that the attractions elsewhere will limit the number of competitors, and, in consequence, bidding will be on the dull side. Over and over again I have maintained that this was an error of judgment, as nothing in the shape of a short holiday will deter a man from attending the auction of a property that appeals to his domestic or commercial interests; and a sale, last week, a few days after the Bank Holiday, went a long way to support my contention. It was Messrs. Stimson, the well-known City and South London firm, that defied the time-worn tradition, and they are to be congratulated on their courage and their enterprise. They had a big batch of freehold and leasehold ground rents as well as small metropolitan properties, and the sale room was inconveniently crowded with keen and very determined competitors. In fact, the proceedings would be considered as very gratifying at the height of the sale season.

As a rule, golden weddings are associated with the peaceful days of retirement, but exceptions turn up occasionally. For instance, Mr. J. Seagram Richardson, head of the well-known city firm, Debenham, Tewson & Chinnocks, who was married just over fifty years ago, is looking forward to many more years of professional activity. Mr. Richardson, who is a past President of the Auctioneers' and Estate Agents' Institute, is, while receiving congratulations from all over the country, making arrangements for a tour round the world in the near future.

Most of us have kissed, or tried to kiss, the ancient slab known as the "Blarney Stone," and when we were in something like mid air it never occurred to us that the owner would be liable for damages if we met with an accident. It appears that a resident in the neighbourhood did not share this view, for at the Cork Circuit Court he claimed damages for the loss of his son who was killed while attempting to acquire the art of persuasiveness reputed to result from what is undoubtedly a risky form of acrobatics. The action was dismissed.

While Moscow is very much in the air, an experience of Sir Illtyd Thomas, the well-known Cardiff auctioneer and surveyor, may be worth relating. A keen amateur wireless operator, he has a partiality for picking out foreign stations, and, not long ago, he got into touch with a speech of a very revolutionary character—obviously propaganda. This, he found, came from Moscow. He got into touch at once with the Foreign Office; the matter was mentioned in Parliament, and Sir Illtyd was thanked for his intervention.

All housing authorities in England and Wales are urged by circular from the Minister of Health to speed up the greatest attack on slums attempted in this country for a century. The slum menace is a grave one, and so also a danger to health is overcrowding. A story is told of an Irish widow who was found living in a three-roomed Council house with her nine children. When she was called before the Council to explain how she obtained possession, she replied: "Nothin' aisier. 'Twas like this, yer honours. On my way to see the Council man I brought my nine childthren wid me. I towld eight o' them to wait for me in the Churchyard and I took my eldest wid me. The Council man was so nice, and I felt so proud when he patted Barney on the head and said he was a nice boy. How many in family? he axed, an' I towld him the good Lord had sint me nine childthren, but eight o' them were in the churchyard. At this he gave me a look that seemed to come straight from Heaven and then signed the form wid a tear in his eye."

The Rent and Mortgage Restriction (Amendment) Bill still drags its slow length along, in Committee. Amendment is piled on amendment, but the Minister of Health sticks to his guns and will have nothing to do with what is, obviously, a vote-catching device.

The following may or may not interest some of those learned and critical authorities who take a leading part in professional examinations. The comment was that of Sir William Smith, when he was examiner to the University of London. "I have not," he said, "the slightest objection to the Senate seeing the papers of those whom I 'pluck,' but God forbid it should see the papers of those whom I let through."

The linking of ghosts with country mansions, in the market, is so much in evidence just now, that one is not surprised that here and there emphasis is laid on the fact that only live persons had association with the property. For instance, a London daily paper, when describing a manorial residence for sale, pointed out that the Prince Regent often stayed there "during his lifetime."

Obituary.

Mr. Justice McCardie.

Sir Henry Alfred McCardie, who had been a Judge of the King's Bench Division since 1916, died on Wednesday, 26th April, at the age of sixty-three. Born at Edgbaston in 1869, he was called to the Bar by the Middle Temple in 1894, and joined the Midland Circuit. He became a Bencher of his Inn in 1916, the same year that he was appointed a Judge of the King's Bench Division by Lord Buckmaster, who was then Lord Chancellor. (*An appreciation appears at p.* 291.)

Sir Horatio Brevitt.

Sir Horatio Brevitt, Town Clerk of Wolverhampton for thirty-seven years, died on Wednesday, 26th April, at the age of eighty-six. He was admitted a solicitor in 1870 and from 1872 to 1882 he was Clerk to the County Justices of the Wolverhampton Division. He became Town Clerk in 1882, and on his retirement in 1919 he was made Consulting Solicitor to the Corporation. He received the honour of knighthood in 1915.

Mr. W. Scott.

Mr. Walter Scott, J.P., solicitor, of Cardiff, died recently at Cardiff at the age of eighty. Admitted a solicitor in 1874, he entered into partnership with Sir Morgan Morgan under the style of Messrs. Morgan & Scott. On Sir Morgan's death in 1894, Mr. Scott took his eldest son, Mr. Gilbert Scott, into partnership, the firm then becoming known as Messrs. Morgan, Scott & Scott. He was President of the Incorporated Law Society for Cardiff and District in 1896 and Hon. Secretary from 1904 to 1912.

Mr. L. J. Maton.

Mr. Leonard James Maton, retired solicitor, of London, died at Bath on Saturday, 15th April, at the age of eighty-eight. Mr. Maton was admitted a solicitor in 1870.

Mr. A. W. Taylor.

Mr. Alfred William Taylor, solicitor, senior partner in the firm of Messrs. A. W. Taylor, Son & Coope, of Bristol, died at Bristol on Tuesday, 18th April, at the age of seventy. Mr. Taylor was admitted a solicitor in 1887, and became a partner with Mr. P. R. Evans, forming the firm of Messrs. Evans & Taylor. Mr. Evans retired in 1923 and Mr. Taylor took his son, Mr. Eric Taylor, into partnership. Mr. Taylor was a past President of the Bristol Incorporated Law Society and had served on the committee for many years.

Mr. D. D. Smith.

Mr. David Duncan Smith, solicitor, a member of the firm of Messrs. Freshfields, Leese & Munns, of Old Jewry, E.C., died recently at the age of forty-four. Mr. Smith, who was born in Sunderland, was admitted a solicitor in 1911.

MR. E. KEMPSON.

Mr. Edgar Kempson, solicitor, partner in the firm of Messrs. Kempson & Wright, of Farnham, Surrey, died at Eastbourne on Friday, 21st April, at the age of seventy-one. Mr. Kempson was admitted a solicitor in 1886.

Reviews.

Notable British Trials—The Royal Mail Case. Edited by COLLIN BROOKS. 1933. Demy 8vo. pp. xliii and 276. Edinburgh and London: Willam Hodge & Co., Ltd.. 10s. 6d. net.

There is no doubt that this book achieves the object declared in the introduction—to constitute "an accessible permanent record" of Lord Kylsant's trial. In a sense, it is probably more valuable in proportion as it has a narrower appeal than most of the volumes of this series, for he must have a specialised interest who will read steadily through the 263 pages covered by the record of these highly technical proceedings, which can be fully appreciated only by one who knows the City as intimately as the Temple. In another respect, this work stands outside the general tradition of its series—the promptitude with which it follows on the proceedings of which it treats. It therefore misses what might have been gained by a few years waiting and the scope of a view-point set, both in time and atmosphere, wholly outside the events reviewed. To take the most obvious argument in favour of delay, the discussion of living personalities must of necessity be cramped by a decent discretion. However, though the date of publication was within eighteen months of the hearing, the long introduction is both careful and complete, and is well designed to clarify the very technical transactions dealt with in court.

Books Received.

Dumping and Costing. By A. CATHLES, C.A. 1933. London: Gee & Co. (Publishers), Ltd. 6d. net.

Collective Agreements. By E. H. C. WETHERED, M.A., LL.B. 1933. London: Gee & Co. (Publishers), Ltd. 6d. net.

Receivers for Debenture-holders appointed without the Aid of the Court. By A. C. HOOPER, Solicitor and Notary. 1933. Demy 8vo. pp. xiii and (with Index) 92. London: Gee and Co. (Publishers), Ltd. 6s. net.

A Simplified Guide to Rating and Assessment in London. By DENNIS R. COCKSHAW, F.C.R.A., F.N.A. (Rating), Corporate Accountant. 1933. Demy 8vo. pp. 69. London: Gee and Co. (Publishers), Ltd. 3s. 6d. net.

Cockshaw's Rating Assessment Charts (Inside London and Outside London). By DENNIS R. COCKSHAW, F.C.R.A., F.N.A. (Rating), Corporate Accountant. 1933. London: Gee & Co. (Publishers), Ltd. 1s. each.

The Secretary's Manual on the Law and Practice of Joint Stock Companies. By His Honour Judge HAYDON, M.A., K.C., and Sir GILBERT GARNSEY, K.B.E., F.C.A. Twenty-second Edition. 1933. Demy 8vo. pp. xxxii and (with Index) 519. London: Jordan & Sons, Ltd. 10s. net.

Report of the Lord Chancellor on H.M. Land Registry for the Financial Year, 1932-33. By THE CHIEF LAND REGISTRAR. 1933. London: H.M. Stationery Office. 6d. net.

Sutton and Shannon on Contracts (being a Fourth Edition of Pease and Latter's Students' Summary of the Law of Contracts). 1933. By RALPH SUTTON, M.A., of Lincoln's Inn, Barrister-at-Law, and N. P. SHANNON, of Gray's Inn, Barrister-at-Law. Demy 8vo. pp. lxviii and (with Index) 393. London: Butterworth & Co. (Publishers), Ltd. 12s. 6d. net.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

No one could allege that Nicholas Lechmere lacked experience or maturity when he was elevated to the Bench of the Court of Exchequer in 1689, for he was then in his seventy-sixth year. Just then, with the Whig revolution in full tide of success, the new rulers of England saw in opposition to the Stuarts the best qualification for judicial office. So it was that memories of his early services to the Parliament in the Civil War period brought him ermined ease in his old age. Like so many of the lawyers of his time, he managed to make the best of both orders. Having shared in Cromwell's triumph at the Battle of Worcester, which frustrated Charles II's abortive attempt to regain the Crown fallen from his father's severed head, he became Attorney-General for the Duchy of Lancaster under the Protector. Then, on the decline of the Commonwealth, he turned to the rising sun, and while Charles was yet at Breda made his peace with him. After the Restoration he practised at the Bar, and we read how Pepys went to consult him in the Temple. By his success he re-established the estates of his family. He filled the judicial office for eleven years, but by 1700 he was too ill to attend the House of Lords to support his judgment in the Bankers' Case, and sent a written opinion. He retired in that year and died at Hanley Castle on the 30th April, 1701.

A LAWYER'S WEDDING.

A book on the "technique of marriage," recently published, suggests that the honeymoon is often "painful, difficult, disappointing, nerve-racking," and should be abolished as being a wrong start. If this be so, no one ever began married life more wisely than Serjeant Hill—the most absent-minded man who was ever at the Bar. On his wedding morning, he went to his chambers as usual, plunged into the study of his briefs and quite forgot his appointment at the church until he was fetched from the Temple by special messenger. Having gone through the ceremony, presumably in a fit of abstraction, he went back to search for a case which he was anxious to hunt out. About dinner time, his clerk, suspecting that he had quite forgotten the morning's proceedings, ventured to remind him that he was now a husband. The learned serjeant, having luckily found the elusive authority, then went home to his new-made bride. There could be no complaint that he did not begin his married life as he meant to live it.

THE LAST DRINK.

A recent newspaper note recalled how the petty sessions at Hendon used to be held at a public-house. Almost up to the war, as the prisoners were led away to the cells, their friends used to fetch them a glass of beer from the bar parlour with the farewell: "Here, drink this up; it's the last you'll get for three months." The instinctive human recipe for the comfort of affliction is curiously constant. That glass was the counterpart of the bowl of ale for which the malefactor on the Tyburn road used to pause at the Lazar house, on the site of St. Giles in the Fields. Though the hospital vanished, the halt continued at a neighbouring tavern. You remember how—

> "As clever Tom Clinch, while the rabble was bawling,
> Rode stately through Holborn to die at his calling,
> He stopped at the 'Bowl' for a bottle of sack
> And promised to pay for it when he came back."

Bowl Yard was finally lost in Endell Street. York had a like custom, and there it was that "the saddler of Bawtry was hanged for leaving of his ale," for the ungracious fellow having refused the last consolation of the bowl, was hanged with no delay, so that the reprieve, which arrived a few moments after, found him already dead.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Liability of Local Authority FOR DAMAGE CAUSED BY ROOTS OF TREE.

Q. 2713. A client of ours is the freeholder of a private dwelling-house and premises abutting on a highway repairable by the local authority. There is a tree standing in the pavement in front of the premises and its roots recently caused damage to the drain which runs under the pavement and is repairable by our client. The tree was in existence when the local authority took over the highway. We shall be glad if you can refer us to any authorities which may aid us in advising our client as to whether there is any right of action against the local authority for nuisance, negligence or otherwise.

A. The important question here would seem to be as to the ownership of the tree. It may well be the property of the freeholder himself, in which case he would be the author of his own mischief. See Pratt and Mackenzie, "Law of Highways," 17th ed., p. 21, note (*g*), and the authorities there cited. We would suggest that you refer also to s. 43 of the Highway Act, 1890, though it would seem that the tree in question has not been planted by the local authority. The latest reported case bearing on the subject is *Stillwell* v. *Windsor Corporation* (see SOL. J., 18th June, 1932, p. 433).

Husband and Wife—MAINTENANCE ORDER—ARREARS—PROPERTY OF HUSBAND—NO REMEDY BUT DISTRESS OR COMMITTAL.

Q. 2714. Mrs. A has obtained from the local bench a maintenance order against her husband upon which he is in arrear to the extent of £40. She has obtained an order for his committal to prison in respect of the arrears and she now learns that he has property of a value exceeding £40. She is badly in need of the money and we have arranged for the committal order to be suspended for a time. Is it possible to take any steps against the man's property to recover the amount due from him?

A. While the husband is alive the exclusive remedy for recovering the arrears is by distress and/or committal to prison upon a warrant of justices.

Intestacy—PARTITION BY WAY OF APPROPRIATION—STAMP.

Q. 2715. A died intestate on the 9th December, 1932, leaving a son and a daughter. Letters of administration were granted to his son on the 13th January, 1933. He left two freehold houses and two leasehold houses. The son and daughter have agreed between them that they will not sell the property, but that the son will take one freehold house and one leasehold, and the daughter one freehold house and one leasehold house. How should the arrangement be carried out? Can it be done by assent, or must the arrangement be carried out by a deed of partition?

A. In view of the current statutory power of appropriation, the transaction can conveniently be carried out by way of assents reciting the consent of the persons to whom they are made to accept the properties comprised therein in or towards satisfaction of his or her interest under the intestacy. The difficulty in adopting assents is that our subscriber will probably find himself faced with a claim for *ad valorem* stamp duty based on the legal fiction of a sale. It is understood that the Revenue rely upon *Dawson's Case* [1905] 2 I.R. 69. See, as to the question of stamp duty, Alpe's "Law of Stamp Duties," 21st ed., pp. 133 and 134; "Everyday Points in Practice," Pt. VIII, s. 13, case 8, p. 437. In view of this difficulty we recommend that the partition deed be employed. If there is no payment for equality of partition we take it that the stamp on the deed will be 10s. for the partition of the equitable interests, plus another 10s. for the passage of the legal estate by the personal representative.

Husband and Wife—DIVORCE—DECREE NISI—WHETHER JUSTICES CAN MAKE MAINTENANCE ORDER FOR CHILD.

Q. 2716. A, in November, 1932, obtained a decree *nisi* against her husband and also an order for the custody of the child of the marriage, now aged five years. The decree has not yet been made absolute. No order has ever been obtained from the magistrates or applied for in respect of the custody and/or maintenance of the child. It is now desired to obtain from the father maintenance in respect of the child. Have the magistrates jurisdiction to grant maintenance? We observe that the magistrates have power to make orders regarding custody and maintenance, but cannot find any authority for them to grant maintenance only.

A. No order for maintenance of a child can be made without a custody order: see Married Women (Maintenance) Act, 1920, s. 1 (1); Guardianship of Infants Act, 1925, s. 3 (2). But where the case is before the High Court, the justices should not interfere: *R.* v. *Middlesex JJ.; Ex parte Bond* (1932), 96 J.P. 487, which case should be followed by justices, although the Court of Appeal declined to pronounce on the point of exclusive jurisdiction.

Sub-Lease—COVENANT TO PAY PART OF INCOME TAX ON WHOLE PROPERTY.

Q. 2717. A is the tenant of a house under a lease having forty years to run. A pays an annual rent of £100 per annum, but, as the house is assessed for Sched. A purposes at £400 per annum, A has to bear landlord's property tax on the balance of £300 per annum herself. A is now about to grant an underlease of the upper part of the house to her daughter B. It is not intended that the part of the house underlet to B shall be separately assessed from the rest of the house. The following words have therefore been inserted in the lessee's covenants in the draft underlease:—

"(2) To pay to the lessor yearly during the said term sums equivalent to one equal half part (*a*) of the difference between the amount paid by the lessor in respect of landlord's property tax on the said house and such proportion thereof as the lessor is entitled to deduct from the rent payable to her superior landlords and (*b*) of all other outgoings . . . such payments to be made in each year on the next half-yearly date for payment of rent after the said proportion of landlord's property tax and other outgoings shall have been respectively paid by the lessor."

Can this liability for half the landlord's property tax, payable by the lessor, be validly imposed on the lessee?

A. The opinion is given that such a covenant would probably be held to be invalid as being a direct agreement to pay part of the income tax which should be borne by the landlord. The desired result could, it is considered, be attained by increasing the rent of the part let to such an amount as would be likely to cover the proportion of tax it is desired should be borne by B at the highest rate likely to be charged, with a proviso for reduction to a sum equivalent to £x plus half the

net tax ultimately borne by A as between herself and the superior landlord in any year. Of course, it is possible that the present assessment either for rates or income tax might eventually be raised by reason of the letting to B (if the result of this is to show an increased value of the whole); or, as far as rates are concerned, by reason of the rating authority electing to assess the building in two parts. The same result, however, might arise under the underlease drawn as suggested in the question, since the amount payable under the covenant, if the latter is *not* invalid, would be in effect an additional rent and could be so treated for the purpose of assessment.

Lessor and Lessee—Recovery of Costs from Lessee.

Q. 2718. This firm, in March, 1927, acted for the lessor and lessee of certain property in N, the firm being the solicitors for the lessor, and no other solicitors acting for the lessee, who was advised during the course of the matter by this firm. As is the custom in N, this firm rendered its account to the lessee for the whole costs of the lease (both lessor and lessee), but the same has not been paid. It is proposed to sue the lessee for the whole amount and we shall be glad to know if this is the proper course or whether we should obtain payment from the lessor who should then sue the lessee for the amount.

A. It is well settled that a lessor's solicitors are not ordinarily entitled to sue the lessee direct for the lessor's costs (*Smith* v. *Clegg* (1858), 27 L.J. Ex. 300), though, as laid down in that case, slight evidence may entitle the solicitor to claim direct, as if the lessee gave instructions for preparation of the lease. It is a well-known rule, however, that the onus lies on the solicitor to prove retainer, if denied by the alleged client, and if the lessor gave the original instructions and the lessee merely came to discuss the proposed terms after receiving the draft, this conduct alone would not necessarily amount to a retainer. There is no obligation on an intending lessee to have a solicitor at all. There may, of course, be evidence that the lessee asked the solicitors to act for both parties, or to advise him on the obligations under the proposed lease. Unless this is clearly established, however, the opinion is given that the lessor must pay and recover his costs from the lessee, and that the lessee is under no obligation to pay lessee's costs in addition.

Power of one of two Executors to give receipt for Debt.

Q. 2719. Where there are two or more legal personal representatives who have proved a will, can any one of such personal representatives give a receipt for a debt due to the estate? Prior to 1st January, 1926, it was apparently the law that one legal personal representative could do so (see *Charlton* v. *Durham* (1869), 4 Ch. App. 433), though, of course, in the case of trustees, all of them had to sign a receipt (see *Lee* v. *Sankey* (1873), L.R. 15, Eq. 204). Does the combined effect of s. 14 of the T.A., 1925, read with the definition of "Trustee" in s. 68 (17), and the Interpretation Act, whereby the singular includes the plural, alter the position of legal personal representatives in regard to giving effective receipts?

A. In view of the express provision of s. 39 (1) of A. of E.A., 1925, we do not think it can be argued that any power which one of two or more executors had before 1926 with respect to personal estate has been taken away. The payment must, of course, be a *bonâ fide* one to the executor as such (see *Miller* v. *Douglas* (1887), 56 L.J., Ch. 91, a settlement in account with debtor's solicitor, who happened to be unknown to the debtor, one of the executors).

Liability for Dangerous Door of Ashpit.

Q. 2720. A, an infant aged seventeen years, was injured by falling over an ashpit door lying in a street along which she was walking. The door in question was part of premises let by B to a weekly tenant. There is evidence that the door was so defective as to be liable to fall into the street, and that such defect was known to the landlord, B, or his agent. A short time afterwards, at the instance of the local authority, the door was in fact replaced by a new one. A sustained serious injuries, and your valued opinion is desired as to whether she could succeed in an action against B:—

(1) For negligence or nuisance in failing to repair the ashpit door after its defective condition had been brought to the notice of B or his agent.

(2) For breach of his statutory duty under the Public Health Act, 1875, or the Housing Act, 1925.

A. The accident is not stated to have happened in the dark, and A therefore appears to have been guilty of contributory negligence in not looking where she was going. As the premises were only let to a weekly tenant, the latter would not be liable for repairs, which remained the responsibility of the landlord, B. The tenant could not have sued B, however, for the lack of repair, as B was under no covenant to the tenant, and the custom for landlords to repair weekly properties is based on the landlords' desire to safeguard their own property. The fact that B (or his agent) was aware of the defective ashpit door does not give A a cause of action, unless the premises were let in a ruinous condition. The facts of the case appear to be governed by *Nelson* v. *Liverpool Brewery Co.* (1877), L.R. 2 C.P. 311, in which judgment was given for the defendant landlord. This case is not affected by the implied covenant introduced by the Housing Act, 1925, s. 1 (1), viz., that the house will be kept reasonably fit for human habitation. It is not necessary, for this purpose, to keep the ashpit door in a good state of repair, and any breach of the Public Health Act, 1875, would only render B liable to a fine. Moreover, a breach of a statutory duty does not create a civil liability in damages. See *Phillips* v. *Britannia Hygienic Laundry Co. Ltd.* (1923), 39 T.L.R. 530. The opinion is therefore given that:—

(1) A would not succeed in an action for negligence or nuisance.

(2) B is not liable in damages for any breach of statutory duty.

Notes of Cases.

High Court—King's Bench Division.

Rex *v.* **Minister of Transport; *Ex parte* Grey Coaches, Ltd.**

Lord Hewart, C.J., Talbot and Charles, JJ. 28th March.

Motor-coach—Public Services—Picking-up Points—Metropolitan Traffic Commissioner's Decision—Appeal—Exercise of Discretion by Minister of Transport.

This was a rule *nisi* obtained by Grey Coaches, Ltd., motor-coach proprietors, calling on the Minister of Transport to show cause why a writ of *mandamus* should not issue directing him to hear and determine, pursuant to the statutes in that behalf, the matter of certain appeals by Grey Coaches, Ltd., against certain decisions of the Metropolitan Traffic Commissioner, made in March, 1932, who, while granting the application of Grey Coaches, Ltd., to operate motor-coach services between London and various seaside resorts, directed that (*a*) passengers should be picked up in Ontario Street, S.E., instead of St. George's Place, S.E., and (*b*) that the terminal point for a "feeder" service between Victoria Station, S.W., and Brixton-road, S.W., be at a point in Berwick-street, in lieu of a point in Vauxhall Bridge-road, S.W., and refused (*c*) to grant the company a picking-up point in Northumberland-avenue, S.W. The grounds on which the rule had been obtained were that the Minister of Transport was alleged to have fettered his discretion as an appeal tribunal by adopting a report which had been made to him by the Committee presided over by Lord Amulree; and that the Minister had laid down rules for himself which prejudged the questions which he had to determine.

CHARLES, J., giving the judgment of the court, said that to justify the rule it must be shown that the Minister in some sense and in some form had refused or failed to hear and determine the appeals. In the opinion of the court, the Minister had full right on a matter of the present kind to confer with, and get advice from, anyone whom he thought likely to help him. So far as he was entrusted by Parliament with the decision of any particular case, he must keep that actual decision, in the last resort, in his own hands, but to say that he was not entitled to consult others as to the general principles to be regarded, and, if he agreed with their conclusions, to adopt them, and to say that he did so, seemed to the court to be quite unreasonable. What the Minister had done was what he must necessarily have done in some way if chaos was to be avoided, and he had done it in a way which, so far as possible, had been fair and convenient to every one. Further, it could not be said that the Minister had improperly fettered his discretion by refusing a terminal or picking-up point merely because it was within the central area. The rule must be discharged, with costs.

COUNSEL: *The Attorney-General* (Sir Thomas Inskip, K.C.) and *W. Bowstead* showed cause against the rule; *Comyns Carr*, K.C., and *J. A. Burt* supported the rule.

SOLICITORS: *The Treasury Solicitor; J. R. Cort Bathurst.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

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The Law Society.

HONOURS EXAMINATION.

MARCH, 1933.

The names of the Solicitors to whom the Candidates served under Articles of Clerkship are printed in parentheses.

At the Examination for Honours of Candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to Honorary Distinction:—

FIRST CLASS.

Joseph Turner, LL.B. Liverpool (Mr. Arthur Smith, B.A., LL.B., of Wigan).

SECOND CLASS.

(In alphabetical order.)

Robert Edward Ball, LL.B. London (Mr. James Ball, of the firm of Messrs. Ball & Redfern, of London).

James Arthur Fairclough (Mr. William Henry Tyrer, O.B.E., LL.B., of Wigan).

Kenneth John Hollowell (Mr. John Clement Parker, M.A., of the firm of Messrs. Parker & Son, of High Wycombe).

Carol Alfred Johnson (Mr. William Foster Reeve, M.A., of London).

Charles William March, LL.B. Leeds (Mr. Charles Henry March, of the firm of Messrs. Parker, March & Charlton, of Selby).

Cyril Geoffrey Nelson (Mr. Cyril Nelson, of the firm of Messrs. Nelson & Jackson, of Lincoln; and Messrs. Savory, Pryor & Blagden, of London).

Edgar Carmichael Robbins, LL.B. London (Mr. Edwin Henry Coe, of the firms of Messrs. Edwin Coe & Brown and Messrs. Edwin Coe & Calder Woods, both of London).

John Reginald Rudd (Mr. George Henry Dunman Edwards, of the firm of Messrs. G. H. Dunman Edwards & Wintle, of Westcliff-on-Sea).

Gerald Charles Tinsdill (Mr. John Francis Moxon, of the firm of Messrs. James E. Moxon & Co., of Hanley).

THIRD CLASS.

(In alphabetical order.)

Lionel Benjamin (Mr. Isaac Hyman Benjamin, of the firm of Messrs. J. Ivor Evans and Benjamin, of Swansea; and Mr. David Brinley Morris, of Llanelly).

Arthur Denham Foxon (Mr. Alfred Ernest Hind, B.A., of the firm of Messrs. Bray & Bray, of Leicester).

Frank Stuart Fryer (Mr. James Ernest Mason, of the firm of Messrs. Amery-Parkes & Co., of London).

Robert James Fuller (Mr. Thomas Smith Starkie, of the firm of Messrs. Starkie & Lowis, of Long Eaton; and Mr. Ernest John Slee, of Braunton).

Alfred Norman Gwynne (Mr. Herbert Emerson Smith, of London).

Evan Stanley Jones, B.Sc. Wales (Mr. John Trevor Roberts, of the firm of Messrs. Morris Owen & Trevor Roberts, of Caernarvon).

Ernest Norman Larke (Mr. James Falshaw Hobson, M.A., M.C., of the firm of Messrs. Maugham & Hall, of Newcastle-upon-Tyne).

Bertram Overend, LL.B. Leeds (Mr. Erasmus Overend, of Leeds).

James Nichols Stothert (Mr. Tasker Peirson Hart, of the firm of Messrs. Tasker Hart & Munby, of Scarborough; and Mr. William Dutton, of the firm of Messrs. Boote, Dutton and Whittaker, of Manchester).

Garth Wilkinson, B.A. Cantab. (Mr. Albert George Allen, D.S.O., M.C., and Mr. Thomas Stuart Overy, both of the firm of Messrs. Allen & Overy, of London).

The Council of The Law Society have accordingly given a Class Certificate and awarded the following Prize:—

To Mr. Turner—The Clement's Inn Prize—Value about £42.

The Council have given Class Certificates to the Candidates in the Second and Third Classes.

Ninety-seven Candidates gave notice for Examination.

Mr. George Rupert Thomas Upton, barrister-at-law, of Caterham Valley, formerly of Lincoln's Inn, left £16,906, with net personalty £14,552.

Societies.

The Barristers' Benevolent Association.

The Annual General Meeting will be held in The Old Hall, Lincoln's Inn, on Wednesday, 3rd May, at 4.30 p.m.

The Hon. Mr. Justice Luxmoore will preside.

All members of the Inns of Court are invited to attend.

The following twenty members of the Association are eligible and willing to serve on the Committee of Management for the ensuing year as ordinary members thereof :—

James Rolt, K.C.	F. J. Tucker, K.C.
H. B. Vaisey, K.C.	W. E. Vernon.
S. L. Porter, K.C.	G. E. Timins.
Sir William Hansell, K.C.	Noel Middleton.
Trevor Hunter, K.C.	W. N. Stable.
Fergus D. Morton, K.C.	H. H. Maddocks.
Robert Peel, K.C.	Theodore Turner.
W. T. Monckton, K.C.	The Hon. B. Bathurst.
A. T. Bucknill, K.C.	George Pollock.
Sydney Turner, K.C.	The Hon. Charles Russell.

Further subscribers and increased subscriptions are urgently needed.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Hall, on Tuesday, 25th April (chairman, Mr. E. F. Iwi), the subject for debate was "That this House deplores the decision of the House of Lords in *Savory* v. *Lloyds Bank, Ltd.*, 49 T.L.R. 116." Mr. T. M. Jessup opened in the affirmative. Mr. C. F. S. Spurrell opened in the negative. Miss B. H. Alexander seconded in the affirmative. Mr. H. T. C. Cornish seconded in the negative. The following members also spoke : Messrs. A. J. Vere Bass, R. Langley Mitchell, P. W. Iliff, L. F. Sturge and J. C. Christian-Edwards. The opener having replied, and the Chairman having summed up, the motion was lost by one vote. There were twelve members and one visitor present.

Rules and Orders.

DRAFT RULES.

JUVENILE COURTS (CONSTITUTION), ENGLAND.

THE JUVENILE COURTS (CONSTITUTION) RULES, DATED , 1933, MADE BY THE LORD CHANCELLOR UNDER PARAGRAPH 1 OF THE SECOND SCHEDULE TO THE CHILDREN AND YOUNG PERSONS ACT, 1933, FOR THE CONSTITUTION OF JUVENILE COURTS OUTSIDE THE METROPOLITAN POLICE COURT AREA AND THE CITY OF LONDON.

1. These Rules may be cited as The Juvenile Courts (Constitution) Rules, 1933.

2. These Rules shall come into operation on the day of , 1933.

3.—(i) The justices acting in and for every petty sessional division shall in accordance with these Rules appoint from among their number justices specially qualified for dealing with juvenile cases to form a panel, hereinafter called "the juvenile court panel."

(ii) Where a stipendiary magistrate exercises jurisdiction in the petty sessional division for which the juvenile court panel is formed, he shall be *ex officio* a member of the panel.

4. The number of persons appointed to serve on the juvenile court panel in any petty sessional division shall be such as the justices think sufficient for the juvenile courts in that division.

5. The first juvenile court panel shall be formed by the appointment of justices in accordance with Rule 3 before the , 1933, and the members of that panel shall serve for a period of three years commencing on the , 1933.

6. Before the , 1936, and thereafter before the end of each period of three years, a new panel shall be appointed in accordance with Rule 3.

7. A justice shall not be ineligible for appointment as a member of any new panel by reason of the fact that he has previously served as a member of the panel in the same or any other petty sessional division.

8. Every person appointed as a member of a panel in accordance with the foregoing Rules shall take office on the in the year of appointment.

9. If a vacancy in the panel is caused by the death or resignation of any member of that panel, the justices shall, as soon as may be practicable after the occurrence of the vacancy, appoint from among their number a justice to fill the vacancy, and any justice so appointed shall serve as a member of the panel until the end of the period for which the member he replaces was appointed.

10. The names and addresses of justices appointed to serve on the juvenile court panel shall be notified to the Secretary of State by the Clerk to the Justices immediately after their appointment, and any additional appointment made to fill any vacancy shall be so notified.

11. The appointment of a juvenile court panel, and the appointment of any justice to fill a vacancy in the panel, shall be made by the justices acting by a majority of the votes of those present and voting at a meeting of which at least seven days' notice shall be given to each justice acting in and for the petty sessional division.

12. The juvenile court panel shall meet as often as may be necessary, and in any case not less frequently than twice a year, to make arrangements connected with the holding of the juvenile court and to discuss any question connected with the work of the court.

13. Every juvenile court shall be constituted of not more than three justices from the panel, and shall include one man and, so far as practicable, one woman.

14. The manner of selecting the members of the juvenile court panel to sit in the juvenile court shall be such as the juvenile court panel may determine.

15.—(i) Subject to the provisions of paragraph (v) of this Rule, the members of the juvenile court panel in each petty sessional division shall immediately after their appointment select one of their number to act as chairman of the juvenile court throughout the period for which the panel is appointed :

Provided that where in any petty sessional division there are two or more juvenile courts for different parts of that division the juvenile court panel may select from their number a chairman for each court.

(ii) The selection of a chairman shall be made at a meeting of the panel by a majority of the votes of members present and voting at the meeting.

(iii) If at any time by reason of illness or other emergency the justice selected in accordance with paragraph (i) of this Rule is not available to act as chairman of a juvenile court, the members of the court shall select one of their number to be chairman of that court.

(iv) If the office of chairman shall become vacant by reason of death, resignation or other cause, the juvenile court panel shall select from their number a chairman to hold office for the remainder of the period for which the panel is appointed.

(v) If the juvenile court panel are satisfied that in the circumstances it is not practicable to select a chairman in accordance with paragraph (i) of this Rule, the chairman of any juvenile court shall be such member of the court as the members of that court shall select.

(vi) The name and address of any justice selected as chairman in accordance with paragraphs (i) and (iv) of this Rule shall be notified to the Secretary of State.

16. The Interpretation Act, 1889, shall apply to the interpretation of these Rules as it applies for the purpose of the interpretation of an Act of Parliament.

[NOTE.—We are indebted to the Home Secretary for permission to publish the above Rules in draft form. The Act under which they are to be made received the Royal Assent on the 13th April last, and it is anticipated will come into force in the near future.—ED., *Sol. J.*]

THE ADOPTION OF CHILDREN (COUNTY COURT) RULES, 1933. DATED APRIL 11, 1933.

1. In Form No. 2 in the Appendix to the Adoption of Children (County Court) Rules, 1926,* after the words "(Title as in Petition)", there shall be inserted the following words :—

"And

In the Matter of a petition by of for an Order for the adoption of the said infant."

2. These Rules may be cited as the Adoption of Childre n (County Court) Rules, 1933, and shall come into operation on the 1st day of June, 1933, and the Adoption of Children (County Court) Rules, 1926, shall have effect as amended by these Rules.

Dated the 11th day of April, 1933.

Sankey, C.

* S.R. & O. 1926 (No. 1602) p. 10.

INNS OF COURT LECTURES.

During the Easter and Trinity Educational Terms at the Inns of Court the Readers and Assistant Readers of the Council of Legal Education will lecture on the subjects of the Bar Examination. The lectures are being delivered in the Niblett Hall, Inner Temple, and began on Tuesday, 25th April. Prospectuses may be obtained from the Secretary to the Council of Legal Education, 15, Old-square, Lincoln's Inn, W.C.2.

Parliamentary News.

Progress of Bills,

House of Lords.

Dewsbury and Ossett Passenger Transport Bill.
Read First Time. [25th April.
Housing (Financial Provisions) Bill.
Read Third Time. [26th April.
Ministry of Health Provisional Order (Sheffield) Bill.
Read First Time. [26th April.
Ministry of Health Provisional Orders (Hereford and West Kent Main Sewerage District) Bill.
Read First Time. [25th April.
Ministry of Health Provisional Orders (Tees Valley Water Board and West Monmouthshire Omnibus Board) Bill.
Read First Time. [25th April.
Protection of Birds Bill.
Read Third Time. [26th April.
Southern Railway Bill.
Read First Time. [25th April.

House of Commons.

Dewsbury and Ossett Passenger Transport Bill.
Read Third Time. [25th April.
London County Council (Money) Bill.
Read First Time. [26th April.
Lyme Regis District Water Bill.
Read Second Time. [25th April.
Ministry of Health Provisional Order (Sheffield) Bill.
Read Third Time. [25th April.
Protection of Animals Bill.
Read Second Time. [26th April.
Southern Railway Bill.
Read Third Time. [25th April.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve the appointment of Mr. Justice HARI LAL JAYKISANDAS KANIA as a Puisne Judge of the High Court of Judicature at Allahabad, in succession to Mr. Justice Patka, who is retiring next May.

The Lord Chancellor has appointed CHARLES MURRAY PITMAN, Esquire, K.C., to be an Official Referee of the Supreme Court in the place of Mr. G. A. Scott, deceased. Mr. Pitman was called to the Bar by the Inner Temple in 1897, took silk in 1925, and became a Bencher of his Inn in 1926. He was appointed Recorder of Rochester in 1924.

Mr. RICHARD AUGUSTUS WILLES has been elected a Bencher of the Honourable Society of Lincoln's Inn in the place of the late Mr. William John Jeeves, K.C.

Mr. ARTHUR D. DEAN, solicitor, of Liverpool, has been elected Chairman of the Liverpool Chamber of Commerce in succession to Mr. J. A. Eckes, who has retired.

Mr. JAMES C. CROSBIE, Sheriff Clerk Depute of Dumfries, has been appointed First Class Sheriff Depute in the County of Aberdeen at Aberdeen.

Mr. E. S. SMITH, assistant solicitor in the Burnley Town Clerk's Department, has been appointed to the legal department of the Corporation of Luton. Mr. Smith was admitted a solicitor in 1932.

Professional Announcements.

(2s. per line.)

RUTLAND & TAYLOR, of High Wycombe, and R. S. WOOD and Co., of High Wycombe, will be amalgamated as from the 18th April, 1933, and will be carried on under the respective firm names by Mr. W. J. Winter-Taylor and Mr. Edward Woodward at 31, High-street, High Wycombe, Bucks.

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

Mr. Joseph Cape Hellon, solicitor, of Prince of Wales Road, N.W., left £21,047, with net personalty £17,907.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.		EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness. Part I.	GROUP I. MR. JUSTICE MAUGHAM. Non-witness
May	1	More	Jones	*Hicks Beach	Blaker
,,	2	Hicks Beach	Ritchie	*Blaker	Jones
,,	3	Andrews	Blaker	*Jones	Hicks Beach
,,	4	Jones	More	Hicks Beach	Blaker
,,	5	Ritchie	Hicks Beach	*Blaker	Jones
,,	6	Blaker	Andrews	Jones	Hicks Beach

DATE.		GROUP I. MR. JUSTICE BENNETT. Witness. Part II.	GROUP I. MR. JUSTICE CLAUSON. Non-Witness.	GROUP II. MR. JUSTICE LUXMOORE. Witness. Part II.	GROUP II. MR. JUSTICE FARWELL. Witness. Part I.
		Mr.	Mr.	Mr.	Mr.
May	1	Jones	Andrews	*More	*Ritchie
,,	2	*Hicks Beach	More	Ritchie	*Andrews
,,	3	Blaker	Ritchie	*Andrews	*More
,,	4	*Jones	Andrews	More	*Ritchie
,,	5	Hicks Beach	More	*Ritchie	Andrews
,,	6	Blaker	Ritchie	Andrews	More

EASTER SITTINGS, 1933.

COURT OF APPEAL.

APPEAL COURT No. 1.

Wednesday, 26th April—Exparte Applications, Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Division, and if necessary, Chancery Final Appeals.
Chancery Final Appeals will be continued until further notice.

APPEAL COURT No. II.

Tuesday, 25th April—Exparte Applications, Original Motions, Interlocutory Appeals from the King's Bench Division and King's Bench Final Appeals.
King's Bench Final Appeals will be continued until further notice.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

GROUP I.

Before Mr. Justive EVE.

(The Witness List. Part I.)

(*Actions, the trial of which, cannot reasonably be expected to exceed* 10 *hours.*)

Mondays ....Companies (Winding up) Business.
Tuesdays .. | Wednesdays | Thursdays .. | Fridays .... } The Witness List Part I.

Before Mr. Justice MAUGHAM.

(The Non-Witness List.)

Mondays ....Chamber Summonses.
Tuesdays ....Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses.
Wednesdays ..Adjourned Summonses.
Thursdays ....Adjourned Summonses.
Lancashire Business will be taken on Thursdays, the 27th April, 11th and 25th May.

Before Mr. Justice BENNETT.

(The Witness List. Part II.)

Mr. Justice BENNETT will sit daily for the disposal of the List of longer Witness Actions.

GROUP II.

Before Mr. Justice CLAUSON.

(The Non-Witness List.)

Mondays ....Chamber Summonses.
Tuesdays ....Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses
Wednesdays ..Adjourned Summonses.
Thursdays ....Adjourned Summonses.
Fridays .....Motions and Adjourned Summonses.

Before Mr. Justice LUXMOORE.

(The Witness List. Part II.)

Mr. Justice LUXMOORE will sit daily for the disposal of the List of longer Witness Actions.

Before Mr. Justice FARWELL.

(The Witness List. Part I.)

(*Actions, the trial of which cannot reasonably be expected to exceed* 10 *hours.*)

Mondays ....Bankruptcy Business.
Tuesdays .. | Wednesdays | Thursdays .. | Fridays .. } The Witness List. Part I.

Bankruptcy Judgment Summonses will be taken on Monday, the 1st and 22nd May.

Bankruptcy Motions will be taken on Mondays, the 8th and 29th May.

A Divisional Court in Bankruptcy will sit on Monday, the 15th May.

A List of Appeals for hearing, entered up to Thursday, 13th April, 1933.

FROM THE CHANCERY DIVISION.

(Final List.)

Re Solidol Chemical (France) Ltd
Re Companies Act 1929
The Prudential Assurance Co Ltd v The Adelaide Electric Supply Co Ltd
Re Summerfield Kempson v McConnell
Bell v Harvey
Gilford Motor Co Ltd v Horne
British Celanese Ltd v Courtaulds Ltd
Re Robertson Bowles v Lane
F Slyth & Co Ltd v Clayton Murdoch Ltd
Cohen v West Ham Corporation
Re Penrose Penrose v Penrose
Badams & Slyth Ltd v Clayton Murdoch Ltd
Re Worthington Nichols v Hart
Agile (London) Ltd v Peters

FROM THE PROBATE AND DIVORCE DIVISION.

(Final List.)

Divorce Atkinson v Atkinson
Divorce Rose v Rose
Same v Same
Probate Re Hempenstall Ames v Fisher

FROM THE CHANCERY DIVISION.

(In Bankruptcy.)

Re a Judgment Debtor (No 2616 of 1932) Exparte The Judgment Debtor v The Judgment Creditors

Re a Debtor (No. 638 of 1930) Exparte The Debtor v The Petitioning Creditor and The Official Receiver

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

(Interlocutory List.)

Re Hanbury Comiskey v Hanbury

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

FOR JUDGMENT.

Re Arbitration Act 1889 The Owners of the Steamship "Anastassia" v Ugleexport Charkow

Dampskibsselskabet "Heimdal" v Russian Wood Agency Ltd

FOR HEARING.

Bastin v Godstone Rural District Council

Young v Same

Lindsey v Carter & Aynsley Ltd (s.o. Trinity Sittings)

The Association of Master Lightermen and Barge Owners (Port of London) v The Southern Railway Co

Elston v The Southern Railway Co

Marshall v Blackpool Corporation

A J Brandt-Inc v Austin Motor Co Ltd

Re The Railways Act 1921

Re The Great Western Railway Company's Application

The Executive Board of the Midland (Amalgamated) District (Coal Mines) Scheme 1930 v Shipley Collieries Ltd

Wood v Parsons

Bargewell v Conolly

Sullivan v Harvey

Abell v The Imperial Hotel, Exmouth (1916) Ltd

H Phillips & Co v Vereinigte Hutfabriken G.m.b.H.

Cutter v United Dairies (London) Ltd

Ruby Steamship Corporation Ltd v Commercial Union Assurance Co Ltd

G N Haden & Sons Ltd v Higgs & Hill Ltd

Withers v General Theatre Corporation Ltd

Morriss v Baines & Co Ltd

Hird v Sterckx

Smith v Clarke

Beck v D Estates Ltd

Re Agricultural Holdings Act 1923 Spreckley v Leicestershire County Council

Re Arbitration Act 1889 The Burnett Steamship Co Ltd v Joint Danube and Black Sea Shipping Agencies

Ferne v Hylton

British Russian Gazette & Trade Outlook Ltd v Associated Newspapers Ltd

Talbot v Same

Same v Same

Crate v Cooper

V E Faber Trust Ltd v Newman

Playle v Davis

Handley v McKee

Wheeler v The New Merton Board Mills Ltd

British Motor Trust Co Ltd v Davis

Smith v Bouts Bros Ltd

French v Dean

Mead v Smith

Evans v Downer & Co Ltd

Neale v Love

The Universal Art Co Ltd v Spink

Blake v The G B Syndicate Ltd

Major W T Blake Ltd (in liquidation) v Blake

Birks v The Crosville Motor Services Ltd

Cameo (Machinery) Ltd v Wilkinson

Green v Rickman

Lyons v Cubbons Bros

Andrews Bros (Bournemouth) Ltd v Singer & Co Ltd

Murphy v Shilson

Walley v United Dairies (Wholesale) Ltd

Hackney Wick Stadium Ltd v Jackson

Hart v Kamiya

Harris v Thompson

The Maple Flock Co Ltd v Universal Furniture Products (Wembley) Ltd

Guidice v Guildford Corporation

Burr v The Anglo-French Banking Corporation Ltd

Hiller v United Dairies (London) Ltd

Tidy v Battman

Sutherland v The Administrator of German Property

Winget Ltd v H Smith Bros

Knott v The London County Council

(Revenue Paper—Final List.)

Lewis v The Commissioners of Inland Revenue

Southern (H.M. Inspector of Taxes) v A B

Same v A B Ltd

Solomon v Commissioners of Inland Revenue

Commissioners of Inland Revenue v Solomon

Elliott (H.M. Inspector of Taxes) v Burn

The Assam Railways and Trading Co Ltd v The Commissioners of Inland Revenue

Sinclair (H. M. Inspector of Taxes) v Cadbury Brothers Ltd

Cadbury Brothers Ltd v Sinclair (H.M. Inspector of Taxes)

Johnstone v Chamberlain (H.M. Inspector of Taxes)

The Trustees of the Agnes Johnstone Trust Settlement v Same

FROM THE ADMIRALTY DIVISION.

(Final List.)

(With Nautical Assessors.)

Kaituna. 1930—Folio 138 Owners of ss "Selje" v The Union Steamship Co of New Zealand (Kaituna)

Same v Same

(Interlocutory List.)

Baarn. 1932—Folio 30 The Owners of ss "Bio Bio" v Dutch Steamship "Baarn"

Same v Same

RE THE WORKMEN'S COMPENSATION ACTS.

(From County Courts.)

Baveridge v Robert Stephenson & Co Ltd

Woodhouse v The Turnerised Roofing Co Ltd

Laurie v Unit Construction Co Ltd

Scott v Pearson and Dorman Long & Co Ltd

Williams v The Bwllfa and Cwmaman Collieries Ltd

The Bolsover Colliery Co Ltd v Oxcroft Colliery Co Ltd

Jones v Lockets Merthyr Collieries (1894) Ltd

Bottomley v Barton Bridge Mills Ltd

Same v Same

McGroder v New Zealand Shipping Co Ltd

Faulkner v Dunnington Laundry Ltd

Lander v The British United Shoe Machinery Co Ltd

Jackson v The Union Castle Mail Steamship Co Ltd

Bacon v A W Wills & Son Ltd

Bujard v Gaudin

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

There are Three Lists of Chancery Causes and matters for hearing in Court. (I) Adjourned Summonses and Non-Witness actions; (II) Witness Actions Part I (*the trial of which cannot reasonably be expected to exceed* 10 *hours*) and (III) Witness Actions Part II; every proceeding being entered in these lists without distinction as to the Judge to whom the proceeding is assigned. During the Sittings there will usually be two Judges taking each of these lists and warning will be given of proceedings next to be heard before each Judge. Applications in regard to a "warned" matter should be made to the Judge before whom it is "warned."

Applications in regard to a proceeding which has not been "warned," should usually be made to the senior of the two Judges taking the list in which the proceeding stands.

Motions, Short Causes, Petitions and Further Considerations will be taken by that one of the Judges taking the Non-Witness List who belongs to the group to which the proceeding is assigned.

GROUP I.—Mr. Justice EVE, Mr. Justice MAUGHAM and Mr. Justice BENNETT.

GROUP II.—Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

The Adjourned Summons and Non-Witness List will be taken by Mr. Justice CLAUSON and Mr. Justice MAUGHAM.

The Witness List Part I will be taken by Mr. Justice EVE and Mr. Justice FARWELL.

The Witness List Part II will be taken by Mr. Justice LUXMOORE and Mr. Justice BENNETT.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group I will be heard by Mr. Justice MAUGHAM.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group II will be heard by Mr. Justice CLAUSON.

Companies (Winding Up), Liverpool and Manchester District Registries and Bankruptcy business will be taken as announced in the Easter Sittings Paper.

Mr. Justice EVE and Mr. Justice FARWELL.

Witness List. PART I.

Actions, the trial of which cannot reasonably be expected to exceed 10 *hours.*

Before Mr. Justice EVE.

Retained Matters.

Re Courage's Settlement Courage v Williams (with witnesses) (pt hd—s.o. to June 19) (in Camera)

Witness List. PART II.

Re The Marina Theatre Ltd Re The Companies Act 1929 (pt hd—s.o. to April 25)

Re Same (Appln of F H Cooper) (restored—s.o. to April 25)

Re Sharman Sharman v Sharman (with witnesses—fixed for May 2)

Companies Court.

Petitions.

Alliance Bank of Simla Ltd (to wind up—ordered on Dec 21 1931 to s.o. generally—liberty to restore)

Dwa Plantations Ltd (same—s.o. from March 27, 1933 to Nov 6, 1933)

Britivox Ltd (same—ordered on Nov 16, 1931 to s.o. until action disposed of—liberty to restore)

Herbert Nicholls Ltd (same—s.o. from June 27, 1932 to April 30, 1934)

Brushes Ltd (same—s.o. from March 27, 1933 to May 1, 1933)

Max Mayer Ltd (same—s.o. from March 13, 1933 to May 1, 1933)

A M Cawthra & Co Ltd (same—s.o. from April 10, 1933 to May 29, 1933)

London Clinic & Nursing Home Ltd (same—s.o. from March 27, 1933 to May 8, 1933)

Talkie Weighing Machines Ltd (same—s.o .from April 3, 1933 to May 29, 1933)

Walter Danks (Contractors) Ltd (same—s.o. from April 3, 1933 to May 1, 1933)

T W Breach Ltd (same—s.o. from April 3, 1933 to May 1, 1933)

Double Diamond Food Products Ltd. (same—s.o. from April 3, 1933 to May 1, 1933)

Floorcraft Ltd (same—s.o. from April 10, 1933 to May 1, 1933)

Brixton Amusements Ltd (same—s.o. from April 10, 1933 to July 10, 1933)

Leonard Collins Ltd (same—s.o. from April 10, 1933 to May 8, 1933)

National Oil Burners Ltd (same—s.o. from April 10, 1933 to May 1, 1933)

Recenia R Shaerf Ltd (same—s.o. from April 10, 1933 to May 8, 1933)
Crepe Paper Manufacturing Co Ltd (to wind up)
Olivier Gowns Ltd (same)
Electrochemical Installations Ltd (same)
I Markovitch Ltd (same)
Dairy Farmers Milk Supply Ltd (same)
Hollister Smith Ltd (same)
Teff & Co. Ltd (same)
Ekaterinburg Syndicate Ltd (same
Thomas Whittingham Ltd (same)
Roberts & Co (Chemists) Ltd (same)
Gateshead Association Football Club Ltd (same)
L Bauer & Son Ltd (same)
M Simons (Mantles) Ltd (same)
M Gordon (Furniture & Upholstery Ltd (same)
British Fanti Corporation Ltd (same)
Fuel Distributors Ltd (same)
Heighway & Co. Ltd (same)
White Denton & Co Ltd (same)
Paul Ruinart (England) Ltd (to confirm reduction of capital)
British Woollen Cloth Manufacturing Co Ltd (to confirm reduction of capital—ordered on Dec 8, 1930 to s.o. generally—liberty to restore)
H J Tuson & Sons Ltd (to confirm reduction of capital)
Metal Traders Ltd (same)
Sandars & Co Ltd (same)
J W Whittall & Co Ltd (same)
Richard Embleton & Son Ltd (same)
Charles Brown & Co Ltd (same)
Mill Close Mines Ltd (same)
George Thompson & Sons Ltd (same)
George Senior & Sons Ltd (same)
Commercial & Agency Co of Egypt Ltd (same)
Lamlok Ltd (same)
Metal Traders Technical Ltd (same)
A J Caley & Son Ltd (same)
Industrial & Commercial Finance Ltd (same)
Grayson & Grayson Ltd (same)
James Broadhurst & Sons Ltd (same)
British Dardelet Threadlock Ltd (same)
Tar Distillers Ltd (same)
John Moir & Son Ltd (same)
W H Childe & Co Ltd (same)
John Branch Ltd (same)
Hallamshire Steel & File Co Ltd
Robert Donkin Ltd (same)
Harrison Barber & Co Ltd (same)
William Evans & Co Ltd (same)
J H Radford Ltd (same)
East Oxford Constitutional Hall Co Ltd (to confirm alteration of objects)
Same (same)
Equitable House Property Co Ltd (same)
Gresham Street Warehouse Co Ltd (same)
Slate Slab Products Ltd (to sanction scheme of arrangement—ordered on Oct 13, 1931, to s.o.g.—liberty to restore)
Dorricotts Ltd (to sanction scheme of arrangement)
Colchester Brewing Co Ltd (s. 155)
Queen's Club Garden Estates Ltd (same)
Western Mansions Ltd (same)
Metallic Seamless Tube Co Ltd (same)
Chesterfield Tube Co Ltd (same)
British Italian Banking Corporation Ltd (same)
E W Rudd Ltd (to confirm re-organisation of capital)
Halkyn District United Mines Ltd (to sanction scheme of arrangement and confirm reduction of capital)

Adjourned Summonses.

City Equitable Fire Insce Co Ltd (Appln of Liverpool and London and Globe Insce Co Ltd (ordered on April 8, 1930, to s.o.g.—liberty to restore—retained by Mr. Justice Maugham)
Orchorsol Sound Reproduction Ltd (Appln of T Froude—with witnesses—ordered on Nov 11, 1932, to. s.o.g.)
Marina Theatre Ltd (Appln of F H Cooper—with witnesses)
W Smith (Antiques) Ltd (Appln of Liquidator—with witnesses—ordered on Dec 8, 1932, to s.o.g.)
British Cottonseed Products Ltd (Appln of A G Murdoch—ordered on Dec 13, 1932, to s.o.g.)
Broad Street Press Ltd (Appln of D O Hannigan—ordered on Mar 7, 1933, to s.o.g.)
Pinders Ltd (Appln of J F Cunningham)
Braceborough Spa Ltd (Appln of G Turquand—with witnesses)
Nickoll & Knight Ltd (Appln of City of London Real Property Co Ltd)
S Bersi & Co Ltd (Appln of Liquidator)
J R Hunt & Co Ltd (Appln of North British Rubber Co Ltd)

Motions.

Trent Mining Co Ltd (ordered on July 31, 1931, to s.o.g.—liberty to restore—retained by Mr. Justice Maugham)
Braceborough Spa Ltd
Machine Made Sales Ltd (s.o. from April 10, 1933 to May 1, 1933)
Stanley Henschel Ltd (s.o. from April 10, 1933 to May 1, 1933)
London Ice Biscuit Co Ltd (s.o. from April 10, 1933 to May 1, 1933)
Maurice Lowe Apple Orchards Co Ltd
British Schaefer Co Ltd
Mortimer's (London) Ltd
Same

Before Mr. Justice FARWELL.

Retained Matters.
Adjourned Summons.

Re Boyer Neathercoat v Lawrence (pt hd)

Witness List. Part I.

Aronson v The London and Northern Trading Co Ltd

Witness List. Part II.

Great Grimsby Street Tramways Co v Cleethorpes Urban District Council (fixed for April 25)

Mr. Justice EVE and Mr. Justice FARWELL.

Witness List. Part I.

The Savoy Hotel Ltd v Whitworth (not before June 30)
Re Married Women's Property Acts 1882-1907
Payne v Payne
Re Jones Jones v Rover (restored) (not before May 1)
Cottingham v Cottingham
The Darley Mills Co Ltd v Mortimers (London) Ltd (not before May 9)
Isenberg's Trustee v S Wand Ltd
Wallace v Lawrence
Blankfine v Isenstark
Egerton v Franklyn
Heaver v Greenland
Andersen v Lloyds Bank Ltd (s.o. for Procedure Summons)
Binks v Waddams
Atkins v Jones
Southerns v Jumeaux
Re Schröder Administrator of German Property v Schröder
Re Lincoln Re Married Women's Property Act, 1882
Egerton v Browell
Wilkins v Thornton
Collins v Weinreb
Nathan v Gulkoff & Levy Ltd
Robertson v Shears
Barnard's Trustee v G Bishirgian and Co
Crowley v Gray
Rowley v J M Roberts Ltd
Same v Gardner
Re Levy Levy v Levy
Davis v Wright
Feldman v Feldman
Rayman v The Crayford Supply Co Ltd
Re Spencer House Hotel Ltd Re Companies Act 1929 (motion with witnesses)
Harris v Signcrafts Ltd
Squire v Squire
Lissen Ltd v George Nissen Ltd (restored)
Metcalfe v Burr
London & Northern Properties (Eyre Court) Ltd v Hughes
The Company of Proprietors of Loftsome Bridge v The East Yorkshire Motor Services Ltd (fixed for May 16)
Scrivener v Elkington
Re Stewart Cabrera v Meaby
Kino v Tillyer
Herbert v Bretherton
Williams v The Southern Railway Co
Re Oliver Oliver v Oliver (adjd summons with witnesses)
Re Same Same v Same (adjd summons with witnesses)
Ling v Feltham
Premier Confectionery Company (London) Ltd v The London Commercial Sale Rooms Ltd
Arnold v Gelman
Hunter v Bentham
Doward v Doward
Ereckson v Barclays Bank Ltd
Banks v Wood
Re Barclay Morris v Barclay
Nitrate Railways Co Ltd v Griffin
Steele v Ward & Boss Ltd
Re Galloway's Settlement Galloway v Galloway
Evans v Wood
Peters v Peters
Southall-Norwood Urban District Council v Baxter
Barclays Bank Ltd v Cunningham (fixed for May 9)
The Performing Right Society Ltd v Hawthorns Hotel (Bournemouth) Ltd
Robb v Jay
Bristow v Hassett (adjd summons with witnesses)
Re Vanstone Richards v Vanstone (adjd summons with witnesses)

Mr. Justice CLAUSON and Mr. Justice MAUGHAM.

Adjourned Summonses and Non-Witness List.

Before Mr. Justice CLAUSON.

Further Considerations.

Re Barratt Coates v Barrett (pt hd—s.o. to May 23) (to come on with adjd summons No 3)
Re Llewellyn Llewellyn v Llewellyn

Before Mr. Justice MAUGHAM.

Assigned Matter.

Re The Guardianship of Infants Acts, 1886-1925 Settle v Settle

Short Cause

Good v Tharle

Procedure Summons

Andersen v Lloyds Bank Ltd

Mr. Justice CLAUSON and Mr. Justice MAUGHAM.

Adjourned Summonses and Non-Witness List.

Adjourned Summonses.

Re Jackson Ball v Sadlier-Jackson
Re Goodman Goodman v Goodman
Re Barratt Coates v Barratt (pt hd—s.o. to May 23—to come on with Further Consideration)
Re Williams Williams v Williams
Re Williams Jones v Williams (restored)
Re Henderson Logan v Abdul Rahim
Re Mangles' Settlement Norman v Hurley
Re Paget Pemberton v Queenborough
Re Joicey Joicey v Elliot
Re Bell Martins Bank Ltd v Bell
Re Schiller Schliep v Schiller
Re Tipple Boyes v Hibburd
Lynes v Sheridan
Re Thorneloe Thorneloe v Jones
Re Kennett Ashenden v Barclays Bank Ltd
Re Evelyn's Settled Estates Re Settled Land Act, 1925
Re Barnes Corby v Bennett
Re Dove Molesworth v Bevan
Re Farmer Stoneham v Farmer
Re Same Same v Same
Re Newland Barrett v Foy
Re Portman Playfair v Peel
Re Wade Osborn v Wade
Re Kingsmill Barclays Bank Ltd v Quinn
Re Eberhard Eberhard vEberhard
Re Greeves Greeves v Grose
Re Macgavin Maclean v Toshach
Re Fletcher's Settlement Siefke v Murray
Re Whitehead Binns v Whitehead
Re Selby Public Trustee v Selby
Re Barrett Barrett v Barrett
Re Gardiner Frost v Frost
Re Short Short v Cox
Re Smith Bull v Smith (restored)
Re Wakeling Abbott v Wakeling
Re Dunkerley Walters v Dunkerley
Re Colegrave's Settlement Cotham v Colegrave

Mr. Justice LUXMOORE and Mr. Justice BENNETT.

Witness List Part II.

Before Mr. Justice LUXMOORE.

For Judgment.

Re Lethbridge Guaranty Executor and Trustee Co Ltd v Lethbridge

For Hearing.

Assigned Petitions.

Re Van Iterson and Kuyper's Letters Patent Re Patents and Designs Acts 1907-1928

Re A E Meyer's Patent No. 114833 Re Patents and Designs Acts 1907-1919 (pt hd) (to be mentioned April 25)

Re Turner's Letters Patent No. 117645 Re Patents and Designs Acts 1907-1928

Re Ochsner's Letters Patent No. 120941 of 1917 Re Patents and Designs Acts 1907-1932 (not before June 26)

Before Mr. Justice BENNETT.

Retained Matters.

Witness List. Part I.

Anderson v Niedermayer (pt hd)

Adjourned Summonses.

Re Hill's Trusts Claremont v Hill (pt hd)—(s.o. to April 25)

Re Wakefield Saltwell v Street (restored) (fixed for April 25)

Re McDougall's Settlement McDougall v Bird (s.o. to July 4 in Camera)

Re Same Same v Same (s.o. to July 4, in Camera)

Mr. Justice LUXMOORE and Mr. Justice BENNETT.

Witness List. Part II.

Cornish Kaolin Ltd v Varcoes China Clays Ltd (not before June 20)

Marconi's Wireless Telegraph Co Ltd v J B Cramer & Co Ltd (not before Trinity)

Re Richardson Richardson v Nicholson

Marconi's Wireless Telegraph Co Ltd v Philco Radio and Television Corporation of Great Britain Ltd (not before Trinity)

Re Galinski Cohen v Galinsky (not before May 8)

Dell'Elmo v British Sound Films Productions Ltd (restored) (s.o. for depositions)

Edwards v Littleton Collieries Ltd (restored) (not before May 10)

Re Petition of Right of Liverpool Corporation

John Blundell Ltd v C Jamieson & Sons Ltd

Boynton & Co Ltd v Vince's Dry Batteries Ltd.

Re Trade Mark No 483787 of Boynton & Co Ltd Re The Trade Marks Acts 1905-1919

A Pressler & Co Ltd v Gartside & Co (of Manchester) Ltd (restored)

Re Patents and Designs Acts 1907-1928 Re A Pressler & Co Ltd's Registered Design No. 272672

Peruvian Sugar Estates Co Ltd v Anglo South American Bank Ltd (security ordered)

Weinkoff v Weinkoff (restored)

Marconi's Wireless Telegraph Co Ltd v Philips Lamps Ltd

Re Craig Craig v Craig

Jane Developments Ltd v Day

Whatmough v Engine Research Co Ltd (not before May 1)

Dagnall v British and Dominions Film Corporation Ltd

Southstrand Estate Development Co Ltd v East Preston Rural District Council (not before May 1)

Morrison v The Newport Trust Ltd

Re Barwick's Settlement Bray v Barwick

Tomlin v Acme Engineering Co Ltd

Clifford Stead & Co Ltd v Cooper

McEllins Chemicals Ltd v Berry Hill Collieries Ltd (fixed for May 16)

Rebuck v Klausner

Salaman v Channell

Day, Son & Hewitt Ltd v Chapman & Son (Grimsby) Ltd

The British Aerotechnical Co Ltd v Singer & Friedlander

Bullock v Lewis

Gidea Park Ltd v Romford Urban District Council (not before May 23)

Cooper v Clifford Stead & Co Ltd

Hills & Grant Ltd v Hodson

APPEALS AND MOTIONS IN BANKRUPTCY.

Pending 12th April, 1933.

APPEALS FROM COUNTY COURTS to be heard by a DIVISIONAL COURT sitting in Bankruptcy.

Re Philip Last, dec Exparte The Trustee v W W Last, E E Ford, W E Last and C Parkinson

Re a Debtor (No 29 of 1931) Exparte The Petitioning Creditors v The Debtor

MOTIONS IN BANKRUPTCY for hearing before the Judge.

Re Simms, W Exparte The Trustee v William Simms Ltd and Sydney Harold Gillett (adjd until April 25, 1933 before Clauson, J)

Re Arthur Wheeler & Co Exparte The Trustee v The Executors of Edwin Jelly, dec (Respondents in a representative capacity)

Re Cymberg, J Exparte The Trustee v Ladies Outfitters Ltd and Isaac Goldin

Re Silber, M A Exparte The Trustees under a Scheme of Arrangement in re W F L F Lowndes v The Trustee of the Bankrupt

Re Chaplin, I Exparte The Trustee v Kate Chaplin (married woman)

Re Chaworth-Masters, W E E Exparte The Trustee v Usman Ghani

Re Mayston, L G H Exparte The Trustee v F G Allen (Pursuant to the Request and Order in Aid made in the Supreme Court of South Africa)

Re Holt, R J F Exparte The Trustee v W M MacPherson

Re Rostkowski, E Exparte The Trustee v Ignatz Ross

Re Holt, R J F Exparte The Trustee v W G P Evans

KING'S BENCH DIVISION.

CROWN PAPER—For Argument.

Mayor &c. Gillingham v Mayor &c. Rochester
Brownswood v Hughes
Warwick v Beacham
The King v Minister of Transport (expte Macshanes Motors Ltd)
The King v Minister of Transport (expte same)
Cleobury Mortimer R D C v Childe
Whittington v Ilott
McVennon and anr v Ostle
Egan v Culshaw
The King v Minister of Agriculture and Fisheries (expte Port of London Authority)
The King v Same (expte same)
The King v Same (expte same)
Evans v Glasspool
Miller v Pill
Atterton v Wilcocks Stores Ltd
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Same v J Mutton & Son
Same v Same
Cypher and anr v Goode
Westminster Coaching Services Ltd and anr v Piddlesden
The Hackney Wick Stadium Ltd and anr v Same
Else v Turner
The King v Mayor &c. of the Borough of Shoreditch (expte Liptons Ltd)
R D C of Ross and Whitchurch v Harrison
Rees v N Wales Power Co Ltd
Council of Metropolitan Borough of Fulham v Santilli
The King v James White Esq and ors, Jjs for the County of Lancaster and anr (expte Mellin)
Yates v Burnley Rating Authority
Wellings v Weavers
The King v Assessment Committee of City of Westminster (expte Black)
The King v Assessment Committee for the Borough of Shoreditch (expte Saml. Harrison & Son Ltd)
Pritchard v Dyke
Spears v Dobinson
Grand Union Canal Co v Assessment Committee for the Dacorum Assessment Area and The Revenue Officer for Dacorum
The King v Minister of Transport (expte Upminster Services Ltd)
Alliance Economic Investment Co Ltd v Shelley
Alston v Nurse
Smith v Carter
Same v Same
Mayor &c. of Coventry v Surrey County Council
Westminster Coaching Services Ltd and anr v Parramore
Hackney Wick Stadium Ltd and anr v Same
The King v Hendon U D C (expte Chorley)
Greenwood v Hannam
The Daimler Co Ltd v Rating Authority for Leeds
The King v Keepers of the Peace and Jjs for Middlesex (expte Lewis)
Jacobs v Westminster Coaching Services Ltd
The King v U D C of Fylde (expte Sergeant)
The King v Licensing Justices for Torquay (expte Nyes Club Ltd)
Coggins & Griffith (Liverpool) Ltd v Peacock
L C C v Montague Burton Ltd
Pontin v Price

CIVIL PAPER.—For Hearing.

Liddiard v Waldron (Swindon County Court) (pt hd)
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Seal v West Yorkshire Road Car Co Ltd & anr (Leeds County Court)
Coke v Coke
Barton & anr v Blackburn & anr
Williams v Hollingsworth & anr
Dare Pettigrew & Co Ltd v Mayor &c of Bournemouth
Verdier v O'Regan (Kingston County Court)
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Property Publications Ltd v Powell (Croydon County Court)
Bush v L C C (Lambeth County Court)
Roberts v Roberts and ors
Cannell v Hibberts Ltd & anr (West London County Court)
Tyler v Porter (Bow County Court)
Pullen v Fraser (Colchester County Court)
Thomas v Emlyn Anthracite Colliery Ltd (Ammanford County Court)
Trent Valley and High Peak Electricity Co Ltd v Pack (Buxton County Court)
Medlicott v Emery
Mutimer v Grant (Wandsworth County Court)
Fletcher Fletcher & Co Ltd v Niven (Marylebone County Court)
Deloford v Kines Bros Ltd (Croydon County Court)
Palmer v Tresise (Croydon County Court)
Harrison v Courtice (Guildford County Court)
Elliott v Ledgard (Leeds County Court)
Lee v Stamp (Birmingham County Court)
Williams & ors v Nevills Dock & Rly Co Ltd (Llanelly County Court)
Dambergi v Ford (Willesden County Court)
Lelliott v Crossfield (Worthing County Court)
Whittaker v Dobsons Garage Ltd (Windsor County Court)
Frost v Nash (Canterbury County Court)
Phillips v Copping
Fellingham v Pocklington (Bloomsbury County Court)
Clark v Mead (Dartford County Court)
Boucham & anr v Warwickshire County Council (Coventry County Court)
Karflex Ltd v Hardiman & anr (Mayor's and City of London Court)
Safetex Safety Glass Co Ltd v Safetex Glass Holding Co Ltd
H.M. Postmaster-General v Barrell (Stowmarket County Court)
Brent v Churchill Johnson Ltd (Brentwood County Court)
Marsh v Midland Bank Executor and Trustee Co Ltd (Dudley District Registry)
(Ch Abram) West Export, Riga v J W Baird & Co Ltd
Marsh v Midland Bank Executor and Trustee Co Ltd Exors of Joseph Marsh, dec (Dudley District Registry)
Allen & anr v Chambers (Leominster County Court)
Brown v Equitable House Co Ltd (Llandudno County Court)
Mutual Finance Indemnity and Guarantee Corpn Ltd v Kebbell (Westminster County Court)
Stubbs v Imperial and Queen Laundries Ltd (Uttoxeter County Court)
Insall v Willis (Bristol County Court)
Daisley v Parrish & anr (Huntingdon County Court)
Aerial Photo Co (Peterborough) Ltd v Benton (Mayor's and City of London Court)
Brooks v Friday (Lambeth County Court)
Chahnowitch v Mallinson (Marylebone County Court)
S Baron Ltd v H Mydatt (Whitechapel County Court)
Henry v Armstrong Siddeley Motors Ltd (Willesden County Court)
Braid v Lawes (Exeter County Court)
Wright & anr v Coulson (West London County Court)
Easton v Banbury (Clerkenwell County Court)
Cohen v Lewis (Whitechapel County Court)

London County Council v Alford (Southwark County Court)
Holman v Cullum (Mayor's and City of London Court)
Townley v Clarke (Bletchley and Leighton Buzzard County Court)
Wolfson v Burden (Coventry County Court)
Museum Galleries v Melvin (Westminster County Court)
Jones v Williams (Pwllheli County Court)
Collisons (Beverley) Ltd v Hunter (Beverley County Court)
McBeath v Atkinson (Lambeth County Court)
Ross v Warriner (Waltham Abbey County Court)
Davis's Feather Mills Ltd v Werkendam (Whitechapel County Court)
Mayor &c Metropolitan Borough of Battersea v Frank F Fowler Ltd (Battersea County Court)
Myers v Brent Cross Service Company (Willesden County Court)
Jones v Coplans
Coplans v Jones
John v Lloyd (Swansea County Court)
Winter v C & A Modes Ltd (Whitechapel County Court)
Medlock v McDonald (Mayor's and City of London Court)
Scoggins v Rush (Brentford County Court)
Queen Anne's Bounty v Thorne (Salisbury County Court)
Sharman v Whitelock (Bow County Court)
Porthcawl Recreations Ltd v Atkinson and wife (Bridgend County Court)
Same v Brinkley & ors (Same)
Abbey Road Building Society v Pearson & Howes (Canterbury County Court)
Newman v Hawarden R D C (Chester County Court)

SPECIAL PAPER.

Corado Soc An Di Navigazione v Exportekleb of Moscow (Commercial April 28)
Pearl Assurance Co Ltd v Bromley
Grain Union Co S A Antwerp v Hans Larsen A S Aalborg (Commercial June 16)

MOTION FOR JUDGMENT.

Hussein v Mappin & Webb Ltd

APPEALS AND ISSUES UNDER THE UNEMPLOYMENT INSURANCE ACT, 1920–1932.

Application by Airway Ltd re J T Robinson
Application by Same re H C Jones
Application by Same re P J Dunphy
Application by Same re M P Hanley

REVENUE PAPER—Cases Stated.

T Haythornthwaite & Sons Ltd and T Kelly (HM Inspector of Taxes)
G W Selby Lowndes and The Commrs of Inland Revenue
Compagnie Air Union and R B Wilson (HM Inspector of Taxes)
E W C Corry and C J Robinson (HM Inspector of Taxes) C J Robinson (HM Inspector of Taxes) and E W C Corry
C J Robinson (HM Inspector of Taxes) and E W C Corry E W C Corry and C J Robinson (HM Inspector of Taxes)
Lieut.-Commander C E Lambe R.N. and Commissioners of Inland Revenue
International Power and Paper Co of Newfoundland and Commrs of Inland Revenue
A T V Wareham and A A Wylie (HM Inspector of Taxes)
Frederick John Nettlefold and Commrs of Inland Revenue Commrs of Inland Revenue and Frederick John Nettlefold
Commrs of Inland Revenue and Frederick John Nettlefold Frederick John Nettlefold and Commrs of Inland Revenue
Convent of the Blessed Sacrament, Brighton and Commrs of Inland Revenue
H & G Kinemas Ltd and H G Cook (HM Inspector of Taxes)
E S Davies (HM Inspector of Taxes) and Lilian Braithwaite
" Nora Crampton " and F A Edge (HM Inspector of Taxes)
Golden Horse Shoe (New) Ltd and Walter William Thurgood (HM Inspector of Taxes)

SPECIAL CASE.

Attorney-General and Mayor Aldermen and Burgesses of the County Borough of Southport

ENGLISH INFORMATIONS.

Attorney-General and Lloyds Bank Ltd

DEATH DUTIES—SHOWING CAUSE.

In the Matter of John William Atkinson, dec
In the Matter of George Eli North, dec
In the Matter of Annie Sharpe, dec
In the Matter of George Bone, dec

PETITIONS UNDER THE FINANCE ACT, 1894.

In re Sir William Thomas Paulin, dec
In re Percy Crossman, dec

Mr. Robert Garraway Rice, J.P., F.S.A., of Pulborough and Battersea, barrister-at-law, of the Middle Temple, left estate of the gross value of £14,932, with net personalty £14,320. He left, subject to the life user of his wife: Numerous articles of archæological and genealogical interest and from his prehistoric collections to the British Museum and other museums in Sussex; to the Board of Education, for the Victoria and Albert Museum, other antiquities, including a silver cup given by Napoleon I to the testator's great aunt; two bones of " Berengaria Queen of Richard I of England," and the casket containing them to the Dean and Chapter of Westminster for preservation in the Abbey; and subject to numerous other bequests of antiquities, the residue of the property to his wife for life, and then £250 to the Sussex Archæological Society; £50 each to the London and Middlesex Archæological Society, the Sussex Record Society, the Surrey Record Society, and the Sussex Archæological Trust; and the residue of the property as to one-half, less £200, to the Treasurer and Benchers of the Hon. Society of the Middle Temple, to found a scholarship (the Robert Garraway Rice Scholarship) or scholarships for students of the Middle Temple; and the other half, plus £200, to the Society of Antiquaries, to be called the Robert Garraway Rice Bequest, for general purposes.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement Thursday, 11th May, 1933.

	Div. Months.	Middle Price 26 April 1933.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	109⅜	3 12 11	3 7 11
Consols 2½%	JAJO	75¼	3 6 5	—
War Loan 3½% 1952 or after	JD	100¼xd	3 9 8	3 9 3
Funding 4% Loan 1960-90	MN	110½	3 12 5	3 8 0
Victory 4% Loan (Available for Estate Duty at par) Av. life 29 years	MS	110	3 12 9	3 9 0
Conversion 5% Loan 1944-64	MN	116½	4 5 10	3 4 0
Conversion 4½% Loan 1940-44	JJ	111½	4 0 9	2 13 7
Conversion 3½% Loan 1961 or after	AO	101	3 9 4	3 8 11
Conversion 3% Loan 1948-53	MS	98½	3 0 11	3 2 0
Conversion 2½% Loan 1944-49	AO	94¼	2 13 0	2 19 2
Local Loans 3% Stock 1912 or after	JAJO	88	3 8 2	—
Bank Stock	AO	329½	3 12 10	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	79	3 9 7	—
India 4½% 1950-55	MN	107xd	4 4 1	3 18 6
India 3½% 1931 or after	JAJO	86	4 1 5	—
India 3% 1948 or after	JAJO	74	4 1 1	—
Sudan 4½% 1939-73	FA	111	4 1 1	2 10 0
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 8 0
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	100	3 0 0	3 0 0
COLONIAL SECURITIES				
*Australia (Commonw'th) 5% 1945-75	JJ	108	4 12 7	4 2 9
*Canada 3½% 1930-50	JJ	100	3 10 0	3 10 0
*Cape of Good Hope 3½% 1929-49	JJ	101	3 9 4	—
Natal 3% 1929-49	JJ	96	3 2 6	3 6 5
New South Wales 3½% 1930-50	JJ	96	3 12 11	3 16 5
*New South Wales 5% 1945-65	JD	108	4 12 7	4 3 9
*New Zealand 4½% 1948-58	MS	108	4 3 4	3 15 10
*New Zealand 5% 1946	JJ	110	4 10 11	4 0 0
*Queensland 4% 1940-50	AO	100	4 0 0	4 0 0
*South Africa 5% 1945-75	JJ	112	4 9 3	3 14 9
*South Australia 5% 1945-75	JJ	108	4 12 7	4 2 9
*Tasmania 3½% 1920-40	JJ	100	3 10 0	3 10 0
Victoria 3½% 1929-49	AO	96	3 12 11	3 16 10
*W. Australia 4% 1942-62	JJ	101	3 19 2	3 17 2
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	87	3 9 0	—
Birmingham 4½% 1948-68	AO	114	3 18 11	3 6 0
*Cardiff 5% 1945-65	MS	110	4 10 11	3 18 9
Croydon 3% 1940-60	AO	93	3 4 6	3 8 0
*Hastings 5% 1947-67	AO	114	4 7 9	3 14 0
Hull 3½% 1925-55	FA	99	3 10 8	3 11 4
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	100	3 10 0	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	73	3 8 6	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	87	3 9 0	—
Manchester 3% 1941 or after	FA	87	3 9 0	—
Metropolitan Consd. 2½% 1920-49	MJSD	94	2 13 2	2 19 7
Metropolitan Water Board 3% "A" 1963-2003	AO	89	3 7 5	3 8 4
Do. do. 3% "B" 1934-2003	MS	90	3 6 8	3 7 6
Do. do. 3% "E" 1953-73	JJ	94	3 3 10	3 5 5
*Middlesex C.C. 3½% 1927-47	FA	101	3 9 4	—
Do. do. 4½% 1950-70	MN	113	3 19 8	3 10 3
Nottingham 3% Irredeemable	MN	86	3 9 9	—
*Stockton 5% 1946-66	JJ	113	4 8 6	3 14 4
ENGLISH RAILWAY PRIOR CHARGES				
Gt. Western Rly. 4% Debenture	JJ	102½	3 18 1	—
Gt. Western Rly. 5% Rent Charge	FA	115½	4 6 7	—
Gt. Western Rly. 5% Preference	MA	74½	6 14 2	—
‡L. & N.E. Rly. 4% Debenture	JJ	83½	4 15 10	—
‡L. & N.E. Rly. 4% 1st Guaranteed	FA	67½	5 18 6	—
London Electric 4% Debenture	JJ	103½	3 17 4	—
‡L. Mid. & Scot. Rly. 4% Debenture	JJ	93½	4 5 7	—
‡L. Mid. & Scot. Rly. 4% Guaranteed	MA	78½	5 1 11	—
Southern Rly. 4% Debenture	JJ	102½	3 18 1	—
Southern Rly. 5% Guaranteed	MA	108½	4 12 2	—
Southern Rly. 5% Preference	MA	84½	5 18 4	—

*Not available to Trustees over par.
†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other stocks, as at the latest date.
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